

SENIOR RESIDENCE
SPECIAL PERMIT APPLICATION
for
WOODLANDS at LAUREL HILL
Acton & Westford, Massachusetts

Prepared for:
Woodlands at Laurel Hill, LLC
676 Elm Street, Suite 300
Concord, MA 01742
(978) 369-4884

Prepared by:

CIVIL ENGINEERS & LAND
PLANNERS:
PLACES Site Consultants, Inc.
694 Main Street, Suite 3
Holden, MA 01520
(508) 829-0333

ARCHITECTS:
The MZO Group, Inc.
92 Montvale Ave. Suite 2400
Stoneham, MA 02180

LANDSCAPE ARCHITECT:
Hawk Design, Inc.
277 Main Street
Boston, MA 02129
617.242.8300

SANITARY ENGINEER:
Tighe & Bond, Inc.
324 Grove Street
Worcester, MA 01605
508-471-9605

LAND SURVEYOR:
Stamski & McNary, Inc.
80 Harris Street
Acton, MA 01720
(978) 263-8585

WETLANDS/WILDLIFE
BIOLOGIST:
Oxbow Associates, Inc.
629 Massachusetts Avenue
Boxborough, MA 01719
(978) 929-9058

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:

- Cover Letter

PLACES Site Consultants, Inc.

PLANNING, LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING & SURVEYING

June 9, 2006

Acton Planning Board
Acton Town Hall
472 Main Street
Acton, MA 01720

By Hand Delivery

RE: Special Permit Application – Senior Residence
Condominium Development at Woodlands at Laurel Hill
Acton, MA
PLACES Project No 06-349

Dear Board Members;

Enclosed please find a Senior Residence Special Permit Application for the parcel of land identified as Lot 4, Woodlands at Laurel Hill which is being made on behalf of our client, Woodlands at Laurel Hill, LLC.

We request the Planning Board consider the unique circumstances relating to this application. Lot 4 was not part of the originally submitted Comprehensive Permit Application for Woodlands at Laurel Hill filed in October 2004. The development of this site was added to the project in April 2005, after requests from your Board and the Board of Selectmen. In December 2005, the whole project was granted a Comprehensive Permit by the Acton Zoning Board of Appeals. The applicant and the Selectmen have entered into an agreement under which the applicant is required to present the “approved lot 4 comprehensive permit plan” to the Planning Board to see if the Planning Board would re-approve the “approved lot 4 comprehensive plan” without changes under the towns senior housing special permit bylaw. If the Planning Board simply re-approves the “approved lot 4 comprehensive plan” under the applicable provisions of the Senior Housing Special Permit, the town will receive an additional \$ 876,996.00 contribution toward public safety infrastructure. The total contribution made by Woodlands at Laurel Hill, LLC to Acton’s public safety infrastructure fund would then total \$ 1,880,996.00.

The “approved lot 4 comprehensive plan” and its impact has been thoroughly reviewed by all relevant town boards as well as the state MEPA office, many review agencies of the Commonwealth and through that process, other interested parties. Therefore, we are asking for waivers to many duplicative submission requirements from the Comprehensive Permit process to the Special Permit processes.

In making this application, we request an expedited hearing and decision agenda. We have requested the Selectmen and other Town Departments waive review comments. This application consists of the following materials:

Twenty-four (24) sets of plans and submission books. The submission books contain the following:

Volume 1: Application Materials:

1. This Cover Letter
2. Senior Residence Special Permit Application Form
3. Property Owners acknowledgement/consent to make application
4. Project History and Narrative.
5. Unit Composition and Development Pro Forma
6. Applicant/Developer Information and References
7. List of Waivers Requested
8. Certified List of Abutters
 - a. Acton
 - b. Westford
 - c. Littleton
9. Draft Legal Documents
 - a. Permission to enter property/complete ways & services.
 - b. Condominium Master Deed
 - c. Condominium Trust Document
 - d. Reciprocal Easement Agreement
 - e. Age & Affordable Restriction/Deed documentation
10. Copies of Issued Permits relative to Lot 4:
 - a. Copy of issued Comprehensive Permit from Acton Zoning Board of Appeals.
 - b. Orders of Conditions for Lot 4, issued under the Mass. Wetlands Protection Act.

Volume 2: Drainage Calculations: (4 sets)

Executive Summary
Pre-Development Calculations
Post-Development Calculations
Drainage Area Maps

PLACES Site Consultants, Inc.

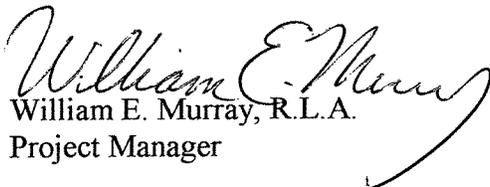
694 Main Street, Unit 3, Holden, MA 01520
(508) 829-0333 FAX (508) 829-0904 E-Mail: places@verizon.net

Plans: (6 full scale & 18, 11" x 17" reduced scale sets)

Cover Sheet
General Notes, Legends and Abbreviations
Master Plan, depicting entire development (Acton & Westford)
Affected Parcels and Record Owners
Existing Conditions Plan
Stormwater Pollution Prevention Plan
Site Plans (2)
Grading & Drainage Plans (2)
Roadway Plans & Profiles (2)
Site Construction Detail Sheets(6)
Landscape Plan
Landscape Construction Details & Signs
Architectural Plans (Floor Plans and Elevations) (2)

On behalf of our client, Woodlands at Laurel Hill, LLC, we appreciate the opportunity to present this project to you.

Sincerely,
PLACES Site Consultants, Inc.
By:


William E. Murray, R.L.A.
Project Manager

Cc Acton Town Clerk
Garry Rhodes - Acton Building Commissioner
Don Johnson, Acton Town Manager
Stephen Anderson, Esq. – Anderson & Kreiger, Town Council
Acton Zoning Board of Appeals
David Hale, Manager- Woodlands at Laurel Hill, LLC.
Scott Dale, Vice President, AvalonBay Communities, Inc.
Louis N. Levine, Esq. – DLPN, Attorneys-at-Law

PLACES Site Consultants, Inc.

694 Main Street, Unit 3, Holden, MA 01520
(508) 829-0333 FAX (508) 829-0904 E-Mail: places@verizon.net

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:
 Special Permit Application Form

APPLICATION for a
SENIOR RESIDENCE SPECIAL PERMIT

Refer to the "Rules and Regulations for Senior Residence Special Permits" available from the Planning Department for details on the information and fees required for this application. Contact the Planning Department at 978-264-9036 with any questions concerning the Rules. Incomplete applications may be denied.

Please type or print your application.

1. Location and Street Address of Site
Lot 4, off Laurel Hill Drive
Name of Proposed Development "The Woodlands at Laurel Hill"
2. Applicant's Name Woodlands at Laurel Hill, LLC - David E. Hale, Manager
Address c/o Omni Properties, LLC 676 Elm Street, Suite 3, Concord, MA 0174.
Telephone (978) 369-4884
3. Record Owner's Name See attached list
Address _____
Telephone _____
4. Zoning District(s) of Parcel(s) Residence 10/8; Affordable housing overlay district
Town Atlas Map(s) Parcel Number(s) Map _____, a portion of parcel _____ Subdistrict A
5. a) Total Area of Development 16.54 ac. b) Number of Dwelling Units Proposed 64
c) Number of Affordable Units 6
d) Number of Accessible or Adaptable Dwelling Units for Persons with Disabilities 0
Number of Affordable Accessible or Adaptable Units 0
e) Total Area of Common Land 8.62 ac. f) Percent Common Land 52%
g) Total Length of Road(s) in feet: Public 0 Private 3,100 LF
h) Number of Parking Spaces: Total 44218 Per Unit 2.25 4-3
i) Method of Sewage Disposal Gravity sewer to off-site wastewater treatment plant
6. Deed Book & Page Number(s) or Land Court Certificate Number(s) _____
7. Attach draft legal documents that restrict occupancy of the dwelling units to seniors.
8. Attach draft legal documents that secure dwelling units as affordable.
9. Attach a schedule showing the completion of market rate and affordable dwelling units.

The undersigned hereby apply to the Planning Board for a public hearing and Senior Residence Special Permit under the Bylaw.

The undersigned hereby certify that the information on this application and plans submitted herewith is correct, and that the application complies with all applicable provisions of Statutes, Regulations, and Bylaws to the best of his/her knowledge. The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

David E. Hale _____ 6/8/06
Signature of Petitioner(s) Signature of Petitioner(s) Date
David E. Hale, Manager - Woodlands at Laurel Hill, LLC
RECORD OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the application presented above.

Mark Brooks RECREATIONAL REALTY TRUST _____ 6/8/06
Signature of Record Owner(s) Signature of Record Owner(s) Date
See attached list and consent statements

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:
 Owner's Consent to make Application

Woodlands at Laurel Hill LLC
676 Elm Street
Suite 300
Concord, MA 01742
(978) 369-4884

June 6, 2006

The Planning Board
c/o Roland Bartl, AICP
Town Planner
Town of Acton
472 Main Street
Acton, MA 01720

RE: The Woodlands – Laurel Hill

Dear Board:

This letter provides authorization for Places Site consultants to make application to the Town of Acton Planning Board on behalf of the Woodlands at Laurel Hill LLC involving the development of a Senior Residence Special Permit project on a parcel of land that is being subdivided as part of the "Woodlands" Comprehensive Permit being more specifically referred to as Lot 4.

Please do not hesitate to call should you have any questions or concerns.

Sincerely,

Woodlands at Laurel Hill LLC



David Hale
It's Managing Member

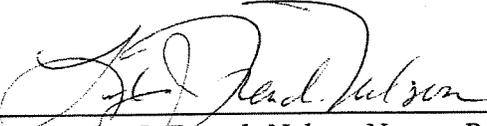
Commonwealth of Massachusetts

County of Middlesex, ss

On this 6th day of June, 2006, before me the undersigned Notary Public, personally appeared David E. Hale proved to me through satisfactory evidence of identity, which was personal knowledge, to be the persons whose name are signed on the preceding document, and acknowledge to me that they signed it voluntarily for its stated purpose.



LESLIE J. FRENCH-NELSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 18, 2012



Leslie J. French-Nelson Notary Public

My commission expires: May 18, 2012

Woodlands at Laurel Hill,

Special Permit Application – Senior Residence:

- Project Chronology and Narrative

**Project Chronology
 &
 Project Narrative**

Project Chronology:

The proposed Lot 4 development is part of a currently approved Comprehensive Permit project known as "Woodlands at Laurel Hill" a 380 rental apartment and 64 townhouse-style "for sale" condominium unit project. Of the 380 rental apartments, 84 apartments are located in Westford.

The original Comprehensive Permit was filed with the Towns of Acton and Westford on October 13, 2004. The Acton application was amended in March of 2005 to include the proposed development of the 64 townhouse units on "Lot 4". Since that date various revisions and clarifications to the plans and overall development have occurred. On October 19, 2005 the layout and configuration of the apartment units in Acton were modified. On January 5, 2006, the last set of plan revisions – prior to this application – were issued to the Towns of Acton and Westford for the formal filing of Notices of Intent to the respective Conservation Commissions. Those plans advanced the level of detail of the project and included detailed drainage calculations which demonstrated compliance with the DEP stormwater quality standards, depicted detailed site design criteria, Erosion and Sedimentation Control Plans, Construction Sequencing, Revised Lot 4 building footprints, etc..

Current Status:

As noted above, the Comprehensive Permit was issued by the Acton Zoning Board of Appeals in December 2005. The project is fully permitted under the Massachusetts Wetlands Protection Act. Other permits which are pending include:

<u>Permit</u>	<u>Permit Agency</u>	<u>Anticipated date of Issuance</u>
Final Environmental Impact Report	MEPA	Issued June 2, 2006
Groundwater Discharge Permit (Wastewater Treatment Plant)	Mass. DEP	June or July 2006
Improvement Permit (re-stripping access road & re-timing lights)	Mass. Highway	(Anticipated in Aug., 2006)
Rare Species (Conservation Permit)	NHESP Div. of Fisheries & Wildlife	Prior to start of Construction (Anticipated in Aug., 2006)
Order of Conditions (Local Wetlands Bylaw only)	Conservation Commission	August 2006 (Note: applicable only if Special Permit issued).

Private Irrigation Wells

Board of Health

At well installation

The filing of this Senior Residential Development Special Permit provides the Town of Acton a greater distributed donation to a public safety fund than does the development of the Comprehensive Permit. This has been arranged in a separate agreement with the Acton Board of Selectmen. Should your Board not grant the Special Permit, the project will be built as depicted in this submittal under the current Comprehensive Permit.

Project Narrative:

The following information has been compiled from a variety of sources including direct observation by the design team, biological studies and surveys, surveys of the various properties and record information regarding adjacent uses, landforms, regulatory districts and areas.

Location:

The site is part of a larger, previously submitted 40B development which includes 296 apartment units in Acton and 84 apartments in Westford, this application is for 64 condominium, age-restricted to over 55, units.. The condominium community is part of an overall proposed residential development of approximately 36.11-acre site located partially within the Office Park Zoning District and partially within the Residence 10/8 Zoning District. It is on the southerly side by property which is part of the Nagog Office Park complex, and is currently an unoccupied, multi-story office building. That building's parking lot abuts Lot 4's southerly border. To the west the property joins with the originally proposed 40B apartment development. To the north is land which is located in both Westford and Acton and will be protected from future development by a Conservation Restriction. Land to the east is minimally developed private property with single family residences which are remote from the area proposed for this development.

Land Use:

The site is the location of a previously approved subdivision roadway (private) proposed to serve an approved office-park use, which was partially constructed and is shown on the apartment community existing conditions plans as "Highridge Way". This road will be discontinued and the new "Laurel Hill Drive" roadway will replace it. Portions of this lot, Lot 4, have been previously disturbed for uncompleted access roads, and other features intended for industrial/office park development. However, the majority of the site is comprised of second growth, hardwood forest and wetlands areas at the bottom of the slopes.

Regulatory Districts:

Zoning Districts:

The portion of the lot in Acton, is located entirely in the Residence 10/8 Zoning District, as depicted on the submitted plans.

Overlay Districts:

- *Affordable Housing Overlay District: Sub-district A* is located on the portion of the property that is identified above as being "Residence 10/8 Zoning District"
- *Aquifer Protection District:* The portion of the site to be altered substantially located in Zone 4 of the Town of Acton Aquifer Protection District. The northeastern-most portion of the property, at the bottom of the slope (land located in the Residence 10/8 Zoning District) is within the Zone 3 Aquifer Protection District for the Town of Acton.
- None of the site is located in a Flood Plain Overlay District

Access:

The project location is accessed from Nagog Park Road, an existing private road off Great Road, a state highway (Route 2A/119) and the Proposed Subdivision way "Laurel Hill Drive". Secondary access will be through the Westford portion of the apartment development that will gain access to a separate interior driveway which connects to Westford Lane (a private way in Acton known as "Durkee Lane" when it crosses into Westford). Nagog Park Road was developed as an office park and commercial development dead-end access roadway. As noted, it connects to a local arterial, state-numbered route at a signalized intersection.

Utilities:

As noted, the site is adjacent to the existing Nagog Office Park development. Adjacent utilities include: natural gas, municipal water, public utilities including: telecommunications, data, CATV and electrical supplies. All of these utilities will be extended into the site to serve the proposed development. A study of the Acton Water District distribution system has been completed in concert with that District. Engineering studies have determined that the existing water supply system can supply adequate flow, but pressure at the highest points of the apartment community may not meet water pressure requirements. A water booster station will be required to increase water pressures interior to the apartment and condominium communities to ensure adequate domestic and fire supply pressure.

The adjacent office park is served by its own wastewater treatment plant. This plant does not have the capacity to serve this site, accordingly no connection to that plant is proposed. This project will be served by its own wastewater treatment plant to be located in Westford as a part of a complementary 40B project that is proposed in that town.

Neighboring Uses:

Neighboring uses include commercial and professional (Nagog Mall and Nagog Office Park), residential (single family homes, apartment buildings and condominiums) and recreational (a privately-owned horseback riding facility and "NARA", the town-owned recreation area featuring a variety of water and land-based activity opportunities).

Physical Site Features:

Boundaries:

The perimeter of the site is delineated by existing lines of occupation, proposed meandering property lines in both Acton and Westford. The frontage to the site is off the proposed subdivision roadway, "Laurel Hill Drive". The limits of the properties which comprise the entire project is included as part of the project submission.

Topography:

In general the site is located on a ridgeline/knoll in the northeastern corner of the overall site presented as part of the original 40B submission. This area is depicted as Lot 4 as part of that submission. The area proposed to be altered is a knoll/ridgeline along the zoning district boundary between Office Park and Residence 10/8. The site slopes downward from the highpoint to the north-west, in north and easterly directions. In all cases the site flows to a wetland that is located to the northwest of the site and flows easterly off site, ultimately to Nashoba Brook and the Town of Acton.

The ridge also slopes toward Westford to the north and to other lands in Acton to the east. These are fairly steep slopes (in excess of 10 – 20%). These areas drain toward the Aquifer Protection District in Acton and are largely unaltered by the construction proposed as part of this submission.

Land Cover:

Portions of the site have been previously disturbed for uncompleted access roads, drainage structures, and other features intended for industrial/office park development, i.e. expansion of the existing Nagog Office Park just south of the site. The other portions of the site are predominantly second growth, upland forests comprised of oak, maple, pine and related adaptive forest species. A small wetlands exists mid-slope in the south-eastern corner of the site. The delineation of this area has been agreed to by the Acton Conservation Commission by the issuance of an Order of Resource Area Delineation, early on in the project.

Soils:

USDA soils data (Middlesex Interim Soils Report, 1991) shows soils are mostly dense to moderate glacial till soil types "Paxton" and "Woodbridge." Site explorations confirm that the soils are till-based. No ledge or rock outcrops are readily apparent on the site.

Wetlands & Habitat:

Wetlands:

As noted above, a wetlands system is located at the north-eastern most corner of the site, at the bottom of the slope. This is the area that is part of the Aquifer Protection District. No construction in this area is proposed as part of this application. A drainage system outfall placed in proximity to this area, is designed to receive some flows from the Lot 4 development and discharge these flows in a controlled manner to the adjacent wetlands.

Habitat:

No Habitat for endangered or species of special concern has been identified on Lot 4 of the Acton property. At the bottom of the slope, partially contained by Lot 4, is a newly certified vernal pool which has been identified by the applicant and the Mass. Division of Fisheries and Wildlife, Natural Heritage and Endangered Species Program as habitat for the "Blue-Spotted Salamander", a species of "Special Concern". This habitat area will be restricted as part of a Conservation Restriction with that State Agency and in cooperation with both the Westford and Acton Conservation Commissions.

Hazardous Wastes:

No portion of the site is depicted to contain any identified hazardous wastes, as depicted on the Massachusetts Department of Environmental Protection's GIS Dataviewer database. No identified areas of waste or contamination have been identified on the parcels which comprise the subject site.

Once constructed, we do not anticipate that the proposed development will use any materials classified as hazardous waste per the Town's Hazardous Materials Control By-law. Plan notes have been incorporated to include this town-wide prohibition.

Woodlands at Laurel Hill,

Special Permit Application – Senior Residence:

- Development Pro Forma & Unit Composition

UNIT COMPOSITION / DEVELOPMENT PRO FORMA

	Units	Bedrooms	Baths	Gross Sq. Ft.	Sales Price	Condo. Fee*
Affordable Units	6	2	2.5	2,000	\$160,000	\$175
Market Units	58	2	2.5	2,000	\$550,000	\$250
<i>Total Average</i>	64	2	2.5	2,000	\$507,000	<i>*Actual TBD</i>

PRELIMINARY CONSTRUCTION SCHEDULE

Building	Phase	Construction Duration	Market Units	Affordable Units	Affordable Unit No.	Total Units
1	1	120	2	1	45	3
2	1	120	3			3
3	1	150	4	0		4
4	1	150	4	0		4
5	1	120	2	1	37	3
6	2	150	3	1	33	4
7	2	150	3	1	55	4
8	2	150	4	0		4
9	2	90	2	0		2
10	3	150	4	0		4
11	3	90	2	0		2
12	3	120	2	1	50	3
13	3	150	4	0		4
14	4	150	4	0		4
15	4	120	3	0		3
16	4	120	3	0		3
17	4	120	2	1	47	3
18	4	120	3	0		3
19	4	150	4	0		4
<i>Total Average</i>	4		58	6		64

Woodlands at Laurel Hill,

Special Permit Application – Senior Residence:

- Applicant, Developer Information & References

Project Principals:

The Lot 4, Senior Residence project is comprised of three development entities whose information is provided below:

- **Applicant/Owner:** Woodlands at Laurel Hill, LLC, c/o Omni Properties.
- **Omni's Equity Partner/ Project Developer:** Avalon Bay Communities, Inc. who is proposed as the overall property developer.
- **Lot 4 Developer/Joint Venture Partner:** OHC Development, LLC, who will be developing Lot 4 as a joint-venture with AvalonBay Communities, Inc.

Woodlands at Laurel Hills, LLC:

Woodlands at Laurel Hill, LLC is an entity of Omni Properties LLC ("Omni") of Concord, MA. Their resume and experience in development was provided as part of the Comprehensive Permit application. They are the principals who have assembled the Woodlands at Laurel Hill a 380 unit, approved apartment community in Acton and Westford and 64 townhouse style "for sale" condominium units. Omni Properties development activities include retail, office, light industrial and residential developments. Omni also provides development consulting services to parties for the oversight of projects ranging from 5,000 to 1,000,000 square feet. In addition, Omni provides assistance to clients seeking commercial real estate financing. This includes financing acquisitions, new construction or refinancing debt. Omni has successfully assisted companies through work-out situations achieving positive outcomes for the borrower and lender. The company has developed specialized relationships with regional and local banks and mortgage brokers dealing exclusively with life insurance holding asset companies.

Woodlands/Omni's References Include:

Mr. Don P. Johnson, Town Manager, Town of Acton, MA, (978) 264-9612

Mr. Steven Ledoux, Town Manager, Town of Westford, MA, (978) 692-5500

Avalon Bay Communities, Inc.:

AvalonBay Communities, Inc. is in the business of developing, redeveloping, acquiring and managing high-quality apartment communities in the high barrier-to-entry markets of the United States. These markets are located in the Northeast, Mid-Atlantic, Midwest, Pacific Northwest and Northern and Southern California regions of the country. At March 31, 2006 AvalonBay owned or held interest in 158 apartment communities containing 46,117 apartment homes in ten states and the District of Columbia, of which 16 communities were under construction and four communities were under reconstruction. In addition, the company held future development rights for 48 communities. AvalonBay Communities, Inc.'s common stock trades on the New York

Stock Exchange and under the ticker symbol "AVB." AvalonBay Communities, Inc. (AVB) is a Maryland Corporation that is treated for federal income purposes as a REIT. As a REIT the corporation self-funds its development endeavors and therefore is the sole major source of equity.

Among many favorable attributes of the company, one very important contribution AvalonBay offers is our experience in successfully working with numerous municipalities in the permitting of over 5,400 apartment homes throughout Greater Boston, in which the company is able to offer favorable references in all municipalities in which residential communities have been developed. These development endeavors provide *real* examples of the high-quality communities developed throughout Greater Boston. AvalonBay enjoys an outstanding reputation as relates to our ability to work with various organizations in administering and managing affordable housing.

Recently, the following deals were closed: Avalon at Chestnut Hill, Avalon Shrewsbury, Avalon Danvers, Avalon Woburn. Together, these communities represent the development of over 1,334 housing units with a total capitalization of \$261,633,000. All developments are self-funded with AvalonBay capital.

Transactional references, including contact names and phone numbers.

- Avalon at Chestnut Hill
Olympus Partners Real Estate
Clay Scheetz, Vice President
(212) 698-8809
- Avalon Shrewsbury
Moss Development, Inc.
Bob Moss, President
(508) 366-1966
- Avalon Danvers
Division of Capital Asset Management (DCAM)
Commonwealth of Massachusetts
Peter Norstrand, Deputy Director
(617) 727-4030
- Avalon Woburn
AvalonBay Communities, Inc.
Scott Dale, Vice President of Development
(617) 847-1202

OHC Development Company Overview

OHC Development, LLC is a leading regional builder of custom and semi-custom single-family homes, townhouses and condominium projects in both the standard and age-restricted markets. From its headquarters in Peabody, Massachusetts, OHC is developing projects throughout eastern Massachusetts and southern New Hampshire, with pipeline developments targeted in Massachusetts and coastal Connecticut. In 2005, the Company delivered 127 units generating \$48.0 million in total sales. The Company projects delivery of approximately 1,025 additional units, including projects currently underway and pipeline projects, generating revenues of \$402.2 million through 2010. The company employs a professional staff with a wide range of development and construction expertise including licensed builders and site superintendents, operations management, customer service, finance and a complete site work division. OHC's employees, subcontractors and suppliers have worked together to earn the company a reputation for quality and value, making it well-positioned for continued success.

The Company was founded in 1999 by its current principals, Albert and Tom Ellis. Drawing upon the principals' 40 years of combined development experience, the company has built an outstanding reputation as a regional residential builder. It has a highly successful record of developing well-situated in-fill sites in highly desirable markets. In addition, the Company has proven to be particularly adept in developing a variety of home designs to meet the specific demands of a given market. In fact, OHC's extensive familiarity with these development issues, combined with the relationships it has forged over several decades of activity in the region, are two of the key reasons for the company's success.

**OHC DEVELOPMENT, LLC
 RECENT PROJECTS**

Project Name	Project Description	Location	Total Units	Completion
Laurel Hill Estates	24 single family home subdivision	Westford, MA	25	2003
Brook Farm	3 single family home development	Southborough, MA	5	2003
Deer Farm	5 single family home subdivision	Boxborough, MA	6	2003*
Shepherd Estates	16 single family home subdivision	Littleton, MA	16	2004
Woods Estates	5 single family homes	Chelmsford, MA	5	2004
McD'Or Estates	50 single family home subdivision	Littleton, MA	50	2005
Long Rock	11 single family homes	Northbridge, MA	11	2006
Maple Ave	2 single family homes	Gloucester, MA	2	2006
Maplewood	45 single family detached condominiums. Age Restricted.	Walpole, MA	45	2006
Maple Crockett Farm	51 two and three bedroom townhomes	Stratham, NH	51	2006
Maple Place	80 unit condominium in 4-story building, including 14 affordable units	Peabody, MA	80	2006
Maple Woods	56 attached townhomes including 14 affordable units.	Canton, MA	56	2006
Maple St	17 attached townhomes in a 15 unit building and one duplex	Peabody, MA	17	2006
Maple Estates	6 single family homes	Danvers, MA	6	2006
Maple Crockett Farm	23 single family home condominium units	Stratham, NH	23	2007
Maple Village	60 attached townhomes including 15 affordable units	Peabody, MA	60	2007

*One lot remaining.

**Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:**

- List of Waivers Requested

List of Requested Exceptions and Waivers

As permitted, the following waivers to strict adherence with the Special Permit Criteria for a Senior Residence Special Permit criteria pursuant to the Planning Board's Senior Residence Special Permit Rules and Regulations, are being requested. In making the following requests we note that "The Woodlands at Laurel Hill" has been issued a Comprehensive Permit under the Rules and Regulations as set forth by the Acton Zoning Board of Appeals and, pursuant to the provisions of M.G.L. Chapter 40B. We request the Planning Board note that the information provided under that application encompassed the whole development located in Acton and its likely effects on the town, environment, etc. as is requested in much of the documentation requested to be waived.

Many of the waivers were generated due to the level of detail required as part of the initial application to the Zoning Board of Appeals. The final plans, in most cases, will result in full compliance with the appropriate rules and regulations. Some potential waivers may be needed and are based on interpretation of the Zoning By-laws and the particular aspects of this plan. See the sheet entitled, Master Plan, for the table of dimensional controls and references to those particular citations which are noted as a double asterisk (**). We are requesting the waiver as part of this list, should a requested waiver be determined not to be needed, it will be withdrawn by the applicant.

Town of Acton Zoning By-laws: Section 9B: Senior Residence:

Section 9B:

- 9B.2.2. Submission of a Subdivision:
While this project does involve the subdivision of land that portion of the project was reviewed and approved by the Acton Zoning Board of Appeals. As such concurrent submission and review processes need not occur at the same time. We request if this waiver is determined to be needed that it be granted by the Board.
- 9B.5.3 Minimum Setbacks (See Zoning Compliance Table, Sheet Master Plan).
- Setback from Building to Streets 15' required, 7' provided at minimum location.
 - Setback from Building to Property Line 30' required, 29' to property line, 21' to decks, 9' Recycling Center
 -

- 9B.5.4 Minimum separation of Buildings: 20' for exterior walls with doors; otherwise 10'.
As depicted on the plans, we maintain 12' separation between units. Due to the unique configuration of the buildings we are interpreting the design complies with the minimum 10' offset for exterior walls with doors. If the Board does not agree with our interpretation, we herewith request a waiver to this requirement.
- 9B.9. 1 Common land Standards: Total Land Area:
The total land of Lot 4 (including the portion of the lot in Westford) complies with the zoning requirements. If it is determined that the Westford land cannot be counted, we herewith request a waiver to this requirement.
- 9B.9.1.1 Percentage of Wetlands: Percentage provided is within the margin of error of calculation for land area (required: 6.58 vs. provided 6.57), again, If it is determined that the Westford land cannot be counted, we herewith request a waiver to this requirement.

Senior Residence Special Permit Rules and Regulations:

Section 3:

- 3.2 Development Impact Report:
We respectfully request the Planning Board grant a waiver to the provision of such a report.
- 3.9 Recorded Plans and Deeds:
We are asking that this item be waived in its entirety.
- 3.11 List of Mortgage Holders:
We request the Planning Board grant us waiver in its entirety.
- 3.13 Earthwork Calculations
We request the Board grant a waiver regarding this requirement..
- 3.14 Water Balance Calculations:
We request the Board grant a waiver regarding this requirement
- 3.14 Traffic Study:
We request the Board grant a waiver regarding this requirement, as this information has been previously developed and presented as noted above.

Plan contents:

We request the following waivers from Section 3.16 – Senior Residence Site Plan contents, as much of this information has been developed and presented as part of the Comprehensive Permit process and some of this information is presented in the submission documents, not on the plans. Accordingly we request the following waivers to this section

3.16.1.1 (One mile locus map), 3.16.3 (Recordable Plan), 3.16.3.10 (Reference to covenants/restrictions applying to land),

Section 4.

4.2 Application Fee:

We are requesting the waiver of the filing fee. As noted elsewhere in the application materials this application is being made to provide an enhanced benefit of funds for a public safety purpose to the Town of Acton. Given the benefit of this development to the Town, we herewith request the Planning Board waive the filing fees. We have enclosed the postage fees for notification of the abutters, which is an extensive list.

Subdivision Regulations:

- 8.1.9. Prohibits intersections with more than 4 legs. One access is for emergencies only all other access points have signage.
- 8.1.12 Minimum centerline radius of 100' unless low intensity road where 80' allowed. We use 80' at the intersection of the loop where traffic is required to stop at the stop sign.
- 8.1.14 Vertical curves are not provided where the algebraic difference is 2 or less to provide adequate roadway slopes and minimize the potential for puddling. The site design accommodates positive drainage in all circumstances by use of side slopes and other methods as depicted on the site plans. The differential curves on the plan ensure adequacy of access, safety and drainage.
- 9.1.1 The construction of ALL STREETS and WAYS shall comply with the applicable standard cross-section, illustrated in the Design and Construction Standards, Town of Acton.

A waiver is requested to allow the cross-section to vary from the standard street cross section, as is depicted on the plans.
- 9.1.8 STREET width, as designated on the definitive plan, shall conform to the "Street Cross Sections" and all STREETS shall be constructed in conformity to the "Design and Construction Standards, Town of Acton."

A waiver is requested to allow the cross section to vary from the standard street cross section as shown on the plans.

- 9.2.7 Sanitary sewers and related equipment if and when required shall be constructed to serve all LOTS on each STREET in the SUBDIVISION in accordance with ...

A waiver is requested as the project will be served by a wastewater treatment system on an abutting land in Westford, as noted under Board of Health Regulations exceptions,

- 9.3.1 Monuments shall be installed at all STREET intersections...

A waiver is requested from using granite bounds as concrete monuments are planned to be used. They are more readily identifiable using modern surveying techniques as they contain steel reinforcing which is recoverable by metal detectors.

- 9.4 Driveways

A waiver is requested to vary from the standard driveway entrance details as the driveways are integrated into the design and are similar in cross section to a roadway rather than a typical single family driveway.

- 9.6.2 A sidewalk shall be required along that portion of any existing public STREETS upon which the SUBDIVISION has frontage.

A waiver is requested as sidewalks are proposed to be constructed on one side of the access road Laurel Hill Drive only, providing for adequate and safe pedestrian circulation while minimizing the cut and fill slopes.

- 9.6.3 In general, sidewalks shall be constructed within the STREET layout at a line that is ...

A waiver is requested not to provide sidewalks within the development itself.

- 9.6.4 No green strip is proposed between the sidewalk and roadway, as the area to be altered is limited by adjacent steep slopes and other site-related impediments.

- 9.6.7 Bicycle PATHS shall be constructed to a minimum width of ten feet.

A waiver is requested to eliminate the need for bicycle paths.

- 9.8.1 9.8.1 Deciduous shade STREET trees shall be planted on LOTS approximately 10 feet from the STREET sideline where trees are lacking.

Street trees are depicted on the Landscape Plan in a general fashion. Species will be coordinated with the Tree Warden. However, trees cannot be placed at 50' intervals due to the presence of driveways along a significant portion of the front yards to the individual units. Further, the sizes and type of trees are varied to permit the placement of deciduous flowering trees where space is limited between drives and to increase amenity of units and variety on the driveway. Shade trees are proposed along the drive, where the ability to meet their needs for green space can be accommodated.

- 9.8.3 All cut and fill slopes within or contiguous to the STREET right-of-way shall be planted with suitable, well-rooted, low growing plant materials as determined by the BOARD.

A waiver is requested allowing flexibility regarding the materials to be planted in order to provide compatibility of plant material to that which is proposed for the project. The materials, when selected, will be of a durable, permanent species or planting group to stabilize such areas.

- 11.2 Earth Removal

A waiver is requested from this Section. The plans and accompanying construction information depict the removal of earth that is proposed as part of the development of the roadway and overall site development. The Erosion and Sedimentation Control Plan addresses the means to prevent erosion from impacting sensitive or offsite areas. The altered portion of the site is located in the Zone 4, Watershed Overlay Protection District.

- 11.3 Mandatory Notice prior to Commencement of Construction Work

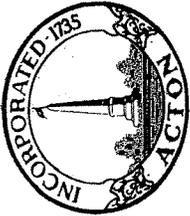
A waiver is requested as the notice prior to commencement shall be provided as is required by the Zoning Board of Appeals and the Comprehensive Permit regulations.

- 11.8 Enforcement

A waiver is requested from this Section. The application for a building permit and the actions required prior to such application (filing of subdivision, easements, etc.) shall be undertaken as described in the approval document issued by the Zoning Board of Appeals and Comprehensive Permit requirements, which may or may not differ from the requirements of this section.

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:

- Certified List of Abutters (Acton, Westford, Littleton)



Town of Acton
 472 Main Street
 Acton, MA 01720
 Telephone (978) 264-9622
 Fax (978) 264-9630

Brian McMullen
 Assistant Assessor

Locus:

Parcel ID	Location
A4 1	44 NAGOG PK REAR
A5 1	44 NAGOG PK REAR
B5 2	551 GREAT RD REAR
B5 4	551 GREAT RD REAR
B5 6	557 GREAT RD REAR
B5 7	80-82 NAGOG PARK
B5 9	QUARRY RD REAR
B5 11	80-82 NAGOG PARK BESIDE
B5 18	63 NAGOG PK
B5 42	QUARRY RD REAR
B4 1	44 NAGOG PK REAR
B4 2	44 NAGOG PK
B4 2 1	583 GREAT RD REAR
B4 2 2	42 NAGOG PK
B4 2 3	20 NAGOG PK
B4 2 11	30 NAGOG PK
B4 4	50 NAGOG PK
B4 6 1	581 GREAT RD BEHIND

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
43 NAGOG PK	B4-3	KOLL BREN FUND VI LP	C/O DELOITTE & TOUCHE LLP	PO BOX 130174	CARLSBAD	CA	92013
35 NAGOG PK	B4-3-1	KOLL BREN FUND VI LP	C/O DELOITTE & TOUCHE LLP	PO BOX 130174	CARLSBAD	CA	92013
582 GREAT RD	B4-5	WILEY KENNETH B	ANNE MARIE WILEY	8 GREAT RD	LITTLETON	MA	01460
581 GREAT RD	B4-6	BARR KENNETH TRUSTEE	SPOONDRIFT REALTY TRUST	581 GREAT ROAD	ACTON	MA	01720
5 NAGOG PK	B4-7-2	ALEVIZOS NAGOG LLC (30%)	KVA NAGOG LLC (70%)	396 WASHINGTON STREET #325	WELLESLEY	MA	02482
31 NAGOG PK	B4-7-3	KOLL BREN FUND VI LP	C/O DELOITTE & TOUCHE	PO BOX 130174	CARLSBAD	CA	92013
1 NAGOG PK BESIDE	B4-7-4	ALEVIZOS NAGOG LLC (30%)	KVA NAGOG LLC (70%)	396 WASHINGTON STREET #325	WELLESLEY	MA	02482
62 NONSET PA	B4-8-2	45 NAGOG PARK LLC	C/O HALLKEEN MANAGEMENT	320 NORWOOD PARK SOUTH	NORWOOD	MA	02062
47 NONSET PA	B4-8-4	NAGOG WOODS COMMUNITY CORP		VILLAGE OF NAGOG WOODS	ACTON	MA	01718
66 NONSET PA	B4-9	WICKS BURFORD C		68 NONSET PA	ACTON	MA	01720
72 NONSET PA	B4-14	NAGOG WOODS COMMUNITY CORP	VILLAGE OF NAGOG WOODS	72 NONSET PATH	ACTON	MA	01720
25 WESTFORD LN	B5-3	FENTON JAMES D		PO BOX 985	ACTON	MA	01720
Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
QUARRY RD REAR	B5-10	BRAMHALL MARK H	BRAMHALL JANET K	126 QUARRY ROAD	ACTON	MA	01720
QUARRY RD REAR	B5-12	CROWLEY CHARLES G	MILDRED V	117 W MAIN ST	AYER	MA	01432
QUARRY RD REAR	B5-13	GUSTIN MARY ET AL		22 A BEALS COVE RD	HINGHAM	MA	02043
QUARRY RD END	B5-14	BRAMHALL MARK H	BRAMHALL JANET K	126 QUARRY ROAD	ACTON	MA	01720
QUARRY RD END	B5-14-1	NORTON BETTINA A	C/O JOHN NORTON	6 ROLLINS PLACE	BOSTON	MA	02114
QUARRY RD END	B5-15	KENNEDY JOHN T	C/O JOHN KENNEDY MARITAL TRL	90 ACTON ROAD	CHELMSFORD	MA	01824
100 NAGOG PK	B5-19	NAGOG PARK INVESTORS LLC		399 PARK AVENUE	NEW YORK	NY	10022
125 NAGOG PK	B5-19-2	KOLL BREN FUND VI LP	C/O DELOITTE & TOUCHE LLP	PO BOX 130174	CARLSBAD	CA	92013
QUARRY RD END	B5-20	BRAMHALL MARK H	BRAMHALL JANET K	126 QUARRY ROAD	ACTON	MA	01720
QUARRY RD END	B5-21	BRAMHALL MARK H	BRAMHALL JANET K	126 QUARRY ROAD	ACTON	MA	01720
QUARRY RD END	B5-21-1	BRAMHALL MARK H	BRAMHALL JANET K	126 QUARRY ROAD	ACTON	MA	01720
96 NONSET PA	B5-25	NAGOG WOODS COMMUNITY CORP		VILLAGE OF NAGOG WOODS	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
165 SPLIT ROCK DR	B4-106-20	GORDON GEORGE E	GORDON AMY S	165 SPLIT ROCK DR	ACTON	MA	01718
164 SPLIT ROCK DR	B4-106-21	DAVIS BETH S		164 SPLIT ROCK DR	ACTON	MA	01718
163 SPLIT ROCK DR	B4-106-22	LANDRETH KAY MARILYNN TRUSTE KML REALTY TRUST		163 SPLIT ROCK DR	ACTON	MA	01718
162 SPLIT ROCK DR	B4-106-23	MALLARD BARBARA E		162 SPLIT ROCK DR	ACTON	MA	01718
160 SPLIT ROCK DR	B4-106-24	REINHARDT MICHAEL R	REINHARDT ELIZABETH S	160 SPLIT ROCK DR	ACTON	MA	01718
161 SPLIT ROCK DR	B4-106-25	ONUSKA LINDA A		161 SPLIT ROCK DR	ACTON	MA	01718
170 SPLIT ROCK DR	B4-107-26	ZHANG XIN	YE XIANYI	170 SPLIT ROCK DR	ACTON	MA	01718
171 SPLIT ROCK DR	B4-107-27	BRIGHT WILLIAM JR	BRIGHT ANN M	171 SPLIT ROCK DR	ACTON	MA	01718
172 SPLIT ROCK DR	B4-107-28	GOBLICK CAROLYN R		172 SPLIT ROCK DRIVE	ACTON	MA	01718
173 SPLIT ROCK DR	B4-107-29	LOMBARDO RICHARD V	LOMBARDO CAROLYN J	173 SPLIT ROCK DR	ACTON	MA	01720
174 SPLIT ROCK DR	B4-107-30	BERGER SUSAN T		174 SPLIT ROCK DR	ACTON	MA	01718
175 SPLIT ROCK DR	B4-107-31	GUSTAFSON TARA A	BUKHARI MUHAMMED K	175 SPLIT ROCK DR	ACTON	MA	01718
176 SPLIT ROCK DR	B4-107-32	BUKHARI ANILA S		176 SPLIT ROCK DR	ACTON	MA	01718
177 SPLIT ROCK DR	B4-107-33	HERBST DIANE		177 SPLIT ROCK DR	ACTON	MA	01718
616 OLD STONEBROOK	B4-108-47	COAN ROBERT M	FRACASSO GRACE M	616 OLD STONEBROOK	ACTON	MA	01718
615 OLD STONEBROOK	B4-108-48	RHEAUME MICHAEL J		615 OLD STONEBROOK	ACTON	MA	01718
614 OLD STONEBROOK	B4-108-49	ANDERSEN B SCOTT	PETERS SANDRA K	614 OLD STONEBROOK	ACTON	MA	01718
613 OLD STONEBROOK	B4-108-50	ROSEN ANDREW J		613 OLD STONEBROOK	ACTON	MA	01718
612 OLD STONEBROOK	B4-108-51	CENTRELLA PAOLO A	NASUTI CATHERINE	612 OLD STONEBROOK	ACTON	MA	01718
611 OLD STONEBROOK	B4-108-52	LAFOLLETTE PHILIP A	GEER MARY ELLEN	611 OLD STONEBROOK	ACTON	MA	01718
667 PHEASANT HILL	B4-109-53	WETZEL ROLF	GERALDINE	271 BROWN BEAR CROSSING	ACTON	MA	01718
665 PHEASANT HILL	B4-109-54	BLOOM STEVEN B	BLOOM TINA Y	665 PHEASANT HILL	ACTON	MA	01718
668 PHEASANT HILL	B4-109-55	SWEENEY MICHAEL G	SWEENEY MADELINE AMY	666 PHEASANT HILL	ACTON	MA	01718
663 PHEASANT HILL	B4-109-56	MORRISON PRISCILLA A	RODRIGUEZ DEANNA	663 PHEASANT HILL	ACTON	MA	01718
664 PHEASANT HILL	B4-109-57	CHEUNG ROBIN		664 PHEASANT HILL	NEWTON	MA	02465
662 PHEASANT HILL	B4-109-58	PHILLIPS NATHAN D		229 FULLER STREET	ACTON	MA	01718
661 PHEASANT HILL	B4-109-59	KONNIKOVA YEVGENYA		661 PHEASANT HILL	ACTON	MA	01718
648 PHEASANT HILL	B4-110-60	CROMPTON ELLEN M		648 PHEASANT HILL	ACTON	MA	01718
648 PHEASANT HILL	B4-110-60	ROSCHMONT CAROL J		648 PHEASANT HILL	ACTON	MA	01718
647 PHEASANT HILL	B4-110-61	MINTZ LEON		647 PHEASANT HILL	ACTON	MA	01718
646 PHEASANT HILL	B4-110-62	ABRAMSON CLAUDIA G		646 PHEASANT HILL	ACTON	MA	01718
645 PHEASANT HILL	B4-110-63	BRZOSKOWSKI RYSZARD		645 PHEASANT HILL	ACTON	MA	01718
644 PHEASANT HILL	B4-110-64	ANGELL WILLIAM H	BRZOSKOWSKI MARIA J	644 PHEASANT HILL	ACTON	MA	01718
643 PHEASANT HILL	B4-110-65	FROLICK JAY H	ANGELL DEANNE G	8 SPRING HILL ROAD	CONCORD	MA	01742
642 PHEASANT HILL	B4-110-66	AMES MICHAEL J	FROLICK ROSALIE S	642 PHEASANT HILL	ACTON	MA	01718
641 PHEASANT HILL	B4-110-67	GRIESENBECK DONNA K	EDWARDS CHRISTOPHER G	641 PHEASANT HILL	ACTON	MA	01718
625 PHEASANT HILL	B4-111-68	DOWDY DARLENE M		625 PHEASANT HILL	ACTON	MA	01720
624 PHEASANT HILL	B4-111-69	COTE TIMOTHY E	KATZ-COTE HEATHER M	624 PHEASANT HILL	ACTON	MA	01718
623 PHEASANT HILL	B4-111-70	MOSS CAROLINE		623 PHEASANT HILL	ACTON	MA	01718
622 PHEASANT HILL	B4-111-71	BOGYEVSKIY DMITRIY	GORELIKOVA TATYANA	622 PHEASANT HILL	ACTON	MA	01718
621 PHEASANT HILL	B4-111-72	TALLARIDA KAREN	WATKINS KAREN J (TALLARIDA)	621 PHEASANT HILL	ACTON	MA	01720
607 OLD STONEBROOK	B4-112-73	SOLOM MARGARET D		607 OLD STONEBROOK	ACTON	MA	01718
605 PHEASANT HILL	B4-112-74	MISHRA KAVEESH		605 PHEASANT HILL	ACTON	MA	01718
606 OLD STONEBROOK	B4-112-75			606 OLD STONEBROOK	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
104 OLD STONEBROOK	B4-112-76	MADALA SUDHAKAR RAO V	C/O LYNN MOORE-CODMAN CO	10 ROGERS STREET #121	CAMBRIDGE	MA	02142
104 OLD STONEBROOK	B4-112-76	MADALA SUDHAKAR RAO V		604 OLD STONEBROOK	ACTON	MA	01720
103 OLD STONEBROOK	B4-112-77	LIU JING		603 OLD STONEBROOK	ACTON	MA	01718
102 OLD STONEBROOK	B4-112-78	QUIST YVONNE	ZHENG GULIAN	602 OLD STONEBROOK	ACTON	MA	01718
101 OLD STONEBROOK	B4-112-79	BENOWITZ MARTIN	QUIST THEODORE ET AL	601 OLD STONEBROOK	ACTON	MA	01718
101 OLD STONEBROOK	B4-114-80	SCHILLING DONNA E	PATRICIA	541 OLD STONEBROOK	ACTON	MA	01718
102 OLD STONEBROOK	B4-114-81	SIOTIA SANJEEV		542 OLD STONEBROOK	ACTON	MA	01718
103 OLD STONEBROOK	B4-114-82	DESMOND ROBERT J	LORRAINE M	BOX 1593	NO FALMOUTH	MA	02556
104 GREAT ELM WY	B4-114-83	LALL SANJAY KUMAR	TYAGI MANISHA S	544 GREAT ELM WY	ACTON	MA	01720
105 GREAT ELM WY	B4-114-84	LUCY DORN		85-18 118TH ST	KEW GARDENS	NY	11415
106 GREAT ELM WY	B4-114-85	TIMLEGE CHARLOTTE H	TIMLEGE EDWARD C	546 GREAT ELM WY	ACTON	MA	01718
107 GREAT ELM WY	B4-114-86	AMSTUTZ GALEN D	AMSTUTZ MARY E	547 GREAT ELM WY	ACTON	MA	01718
108 GREAT ELM WY	B4-114-87	FARIA FRANCISCO I	ANA C	548 GREAT ELM WY	ACTON	MA	01718
109 GREAT ELM WY	B4-114-88	SHEN JANIE	SUAREZ XAVIER VELASCO	549 GREAT ELM WY	ACTON	MA	01720
110 OLD STONEBROOK	B4-115-89	SHEA CHRISTOPHER E	TAROLA FAINA V	539 OLD STONEBROOK	ACTON	MA	01718
111 OLD STONEBROOK	B4-115-90	VAN MOURIK MARY DM		538 OLD STONEBROOK	ACTON	MA	01718
112 OLD STONEBROOK	B4-115-91	KLEIN DANIEL S	SHELLEY KASSMAN	537 OLD STONEBROOK	ACTON	MA	01720
113 OLD STONEBROOK	B4-115-92	DOWLING WILLIAM J	ZHURAVLOVA IRYNA	536 OLD STONEBROOK	ACTON	MA	01718
114 OLD STONEBROOK	B4-115-93	KUBIK GERALD H	KUBIK KAREN E	535 OLD STONEBROOK	ACTON	MA	01718
115 OLD STONEBROOK	B4-115-94	ADELMAN EDWARD H	ADELMAN MICHELE	534 OLD STONEBROOK	ACTON	MA	01718
116 OLD STONEBROOK	B4-115-95	COVEY KAREN		533 OLD STONEBROOK	ACTON	MA	01718
117 OLD STONEBROOK	B4-115-96	JOSEPH ALENCHERY LIZA		532 OLD STONEBROOK	ACTON	MA	01718
118 OLD STONEBROOK	B4-115-97	LOPES SALVATORE T	LOPES HEDY S	531 OLD STONEBROOK	ACTON	MA	01718
119 TUMBLING HAWK	B4-116-99	SANCETTA SCOTT R	TATTELMAN SHERYL	518 TUMBLING HAWK	ACTON	MA	01718
120 TUMBLING HAWK	B4-116-100	KINNIBURGH DAVID		517 TUMBLING HAWK	ACTON	MA	01718
121 TUMBLING HAWK	B4-116-101	GILFIX DAVID J	GILFIX SHARYN B	516 TUMBLING HAWK	ACTON	MA	01718
122 TUMBLING HAWK	B4-116-102	SUN JIANHUA	QUI SHUMEL	515 TUMBLING HAWK	ACTON	MA	01720
123 TUMBLING HAWK	B4-116-103	KVASOV ALEXEI G	TERENTYEVA OLGA Y	514 TUMBLING HAWK	ACTON	MA	01718
124 TUMBLING HAWK	B4-116-104	TAMARCHENKO JOSEPH	TAMARCHENKO INNA	513 TUMBLING HAWK	ACTON	MA	01718
125 TUMBLING HAWK	B4-116-105	RONG BING LAN		512 TUMBLING HAWK	ACTON	MA	01718
126 TUMBLING HAWK	B4-116-106	DE LUNA RENATO M		511 TUMBLING HAWK	ACTON	MA	01718
127 GREAT ELM WY	B4-117-107	HARDING MARK E	HARDING SUZANNE J	577 GREAT ELM WY	ACTON	MA	01718
128 GREAT ELM WY	B4-117-108	LEVIN ISAAC	LEVIN NATASHA	576 GREAT ELM WY	ACTON	MA	01718
129 GREAT ELM WY	B4-117-109	BEAN BARBARA A		575 GREAT ELM WY	FLOSON	CA	95630
130 GREAT ELM WY	B4-117-110	CHUNG JEESEONG		1290 TIPPENS WAY	ACTON	MA	01718
131 GREAT ELM WY	B4-117-111	IAFRATE ANNETTE		573 GREAT ELM WY	ACTON	MA	01718
132 GREAT ELM WY	B4-117-112	FOELLER CARL W JR	SHAH RUPA	572 GREAT ELM WY	ACTON	MA	20152
133 GREAT ELM WY	B4-117-113	SHAH MAHULKUMAR		25925 SPRING FARM CIRCLE	CHANTILLY	VA	20152
134 GREAT ELM WY	B4-118-114	GILBERTI DONALD R		14 COOLIDGE DRIVE	ACTON	MA	01720
135 GREAT ELM WY	B4-118-115	DANIELLO SARAH D		559 GREAT ELM WY	ACTON	MA	01718
136 GREAT ELM WY	B4-118-116	GUPTA BEENU	GUPTA SANJAY	551 GREAT ELM WY	ACTON	MA	01720
137 GREAT ELM WY	B4-118-117	ZELTSER DIANA		552 GREAT ELM WY	ACTON	MA	01720
138 GREAT ELM WY	B4-118-118	WHITE BILLY M	PATRICIA P	3365 HAZELWOOD DR	ATLANTA	GA	30311
139 GREAT ELM WY	B4-118-119	YACOUBI RAY S	YACOUBI BARBARA S	554 GREAT ELM WY	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
555 GREAT ELM WY	B4-118-120	STABLER A LEA JR		555 GREAT ELM WY	ACTON	MA	01718
556 GREAT ELM WY	B4-118-121	RUTMAN GRIGORY	RUTMAN IRINA	556 GREAT ELM WY	ACTON	MA	01720
557 GREAT ELM WY	B4-118-122	SHOHET YUVAL	SHOHET ORNA	557 GREAT ELM WY	ACTON	MA	01718
598 GREAT ELM WY	B4-119-123	GRIFFIN THOMAS W	GRIFFIN CATHY LAVOIE	598 GREAT ELM WY	ACTON	MA	01720
599 GREAT ELM WY	B4-119-124	FINN NOREEN D		599 GREAT ELM WY	ACTON	MA	01718
594 PINE CONE STRAND	B4-119-125	QUINN JOHN W ET AL		594 PINE CONE STRAND	ACTON	MA	01718
593 PINE CONE STRAND	B4-119-126	LUSSIER GEORGE J		593 PINE CONE STRND	ACTON	MA	01718
592 PINE CONE STRAND	B4-119-127	BELDEN MARTHA H	JAMBHEKAR KSHAMA	592 PINE CONE STRAND	ACTON	MA	01718
591 PINE CONE STRAND	B4-119-128	BENDER II C ROBERT		591 PINE CONE STRAND	ACTON	MA	01718
590 PINE CONE STRAND	B4-119-129	LIU CHENG	WANG JINGYANG	590 PINE CONE STRAND	ACTON	MA	01718
595 GREAT ELM WY	B4-119-130	VILLEGAS DIANA L		595 GREAT ELM WY	ACTON	MA	01718
596 GREAT ELM WY	B4-119-131	HORTON RICHARD J	LIU SHITAO	596 GREAT ELM WY	ACTON	MA	01718
597 GREAT ELM WY	B4-119-132	ZEMLYANSKY NATALY		597 GREAT ELM WY	ACTON	MA	01718
522 TUMBLING HAWK	B4-120-133	CAOJETTE FRANCES S		522 TUMBLING HAWK	ACTON	MA	01718
523 TUMBLING HAWK	B4-120-134	DUFOUR JEAN-LUC	LETENDRE SANDRINE	523 TUMBLING HAWK	ACTON	MA	01718
524 TUMBLING HAWK	B4-120-135	BAGLIO JO AN &	CHARLES F	524 TUMBLING HAWK	MILLERSVILL	E	M 21108
525 TUMBLING HAWK	B4-120-136	KRISHNASWAMY SUNEEL	BLASI ZUZKA V	525 TUMBLING HAWK	ACTON	MA	01718
526 TUMBLING HAWK	B4-120-138	AN HONG	SUNFEEL SOWMYA	526 TUMBLING HAWK	ACTON	MA	01718
520 BANKSIDE HOLLOW	B4-120-139	WANG CHENGYIN	ZHANG XIANGWEI	520 BANKSIDE HOLLOW	ACTON	MA	01718
521 BANKSIDE HOLLOW	B4-120-140	BIGGS JOYCE C	LIWEN	521 BANKSIDE HOLLOW	ACTON	MA	01718
527 BANKSIDE HOLLOW	B4-120-141	WOLFF WENDY F		527 BANKSIDE HOLLOW	ACTON	MA	01718
528 GREAT ELM WY	B4-120-142	ZISCH ANNA W	CJO LYNNE MOORE	528 GREAT ELM WY	ACTON	MA	01718
529 GREAT ELM WY	B4-120-143	LEVIN OLEG V	CHICHEVA TATYANA	10 ROGERS STREET #121	CAMBRIDGE	MA	02142
504 TUMBLING HAWK	B4-121-143	SCUTRO ROY W		504 TUMBLING HAWK	ACTON	MA	01720
505 TUMBLING HAWK	B4-121-144	ABRAMS IRWIN B & GER		505 TUMBLING HAWK	ACTON	MA	01718
501 TUMBLING HAWK	B4-121-146	HU YONGHAN	CAI SUWEN	501 TUMBLING HAWK	ACTON	MA	01718
502 TUMBLING HAWK	B4-121-147	COONEY WILLIAM J III TRUSTEE	POWER DEBORAH A TRUSTEE	502 TUMBLING HAWK	ACTON	MA	01720
503 TUMBLING HAWK	B4-121-148	PUTNAM ROBERT		959 CONCORD ROAD	CARLISLE	MA	01741
506 BANKSIDE HOLLOW	B4-121-149	COUGHLIN THOMAS J		506 BANKSIDE HOLLOW	ACTON	MA	01718
507 BANKSIDE HOLLOW	B4-121-149	OLIVEIRA CLEBER M		507 BANKSIDE HOLLOW	ACTON	MA	01718
248 PINE CONE STRAND	B4-122-150	GILBERT A BETHEL		248 PINE CONE STRAND	ACTON	MA	01720
249 PINE CONE STRAND	B4-122-151	ORMSBY SHIRLEY A		249 PINE CONE STRND	ACTON	MA	01718
240 OLD BEAVERBROOK	B4-122-152	SUMMERFELT ELGIN H	SUMMERFELT LORRAINE S	240 OLD BEAVERBROOK	ACTON	MA	01718
241 OLD BEAVERBROOK	B4-122-153	FLEMING H MARGO		241 OLD BEAVERBROOK	ACTON	MA	01718
242 OLD BEAVERBROOK	B4-122-154	LANDERS JOHN L		242 OLD BEAVERBROOK ROAD	ACTON	MA	01718
243 PINE CONE STRAND	B4-122-155	YERSHOV ALEXANDER	YERSHOV IRINA	243 PINE CONE STRAND	ACTON	MA	01718
244 OLD BEAVERBROOK	B4-122-156	SWEENEY MICHAEL G		244 OLD BEAVERBROOK ROAD	ACTON	MA	01718
245 PINE CONE STRAND	B4-122-157	CAO TIELIANG	LIANG HUIYING	245 PINE CONE STRAND	ACTON	MA	01720
246 PINE CONE STRAND	B4-122-158	TOMPKINS DAVID O & V		246 PINE CONE STRAND	ACTON	MA	01718
247 PINE CONE STRAND	B4-122-159	ALEXANDER STEPHEN	EDYTHE	247 PINE CONE STRND	ACTON	MA	01718
231 OLD BEAVERBROOK	B4-123-160	XU HONG	SUN YING	1255 CHERRY TREE LANE	ANNAPOLIS	MD	21403
230 OLD BEAVERBROOK	B4-123-161	PRASAD DEVENDRA	PRASAD REETA	230 OLD BEAVERBROOK	ACTON	MA	01718
239 BROWN BEAR CRSG	B4-123-162	LABOSSIERE LISBETH		239 BROWN BEAR CRSG	ACTON	MA	01718
238 BROWN BEAR CRSG	B4-123-163			238 BROWN BEAR CRSG	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
237 BROWN BEAR CRSG	B4-123-164	SHEN MINHUI	GAO WEI	237 BROWN BEAR CRSG	ACTON	MA	01718
236 BROWN BEAR CRSG	B4-123-165	PATHAK SANDEEP M	PATHAK SMITA S	236 BROWN BEAR CRSG	ACTON	MA	01718
235 BROWN BEAR CRSG	B4-123-166	HALL CHARLES W	HALL MONICA L	235 BROWN BEAR CRSG	ACTON	MA	01718
234 BROWN BEAR CRSG	B4-123-167	YUAN WEI	WANG CHEN	234 BROWN BEAR CRSG	ACTON	MA	01720
233 OLD BEAVERBROOK	B4-123-168	PASSMAN SHIRLEY L	FURNACE PAMELA MAE	233 OLD BEAVERBROOK	ACTON	MA	01718
232 OLD BEAVERBROOK	B4-123-169	RAFUSE PAUL E	MARY ANN	24 JACKSON DR	ACTON	MA	01720
226 BANKSIDE HOLLOW	B4-124-170	KUMPU RHONDA W		226 BANKSIDE HOLLOW	ACTON	MA	01718
225 BANKSIDE HOLLOW	B4-124-171	SAVEI NANCY E		225 BANKSIDE HOLLOW	ACTON	MA	01718
220 OLD BEAVERBROOK	B4-124-172	DEXTER EVERETT	LI GUANGYI	130 PARKER ST #L4	ACTON	MA	01720
221 OLD BEAVERBROOK	B4-124-173	SHETTY JAYRAM T	SHETTY SHASHI	221 OLD BEAVERBROOK	ACTON	MA	01720
222 OLD BEAVERBROOK	B4-124-174	THANDAPANI SRINIVASAN	SRINIVASAN REVATHY	222 OLD BEAVERBROOK	ACTON	MA	01720
223 OLD BEAVERBROOK	B4-124-175	BECKMAN I WARREN		223 OLD BEAVERBROOK	ACTON	MA	01718
224 OLD BEAVERBROOK	B4-124-176	COATES TABOR W		224 OLD BEAVERBROOK	ACTON	MA	01718
229 BANKSIDE HOLLOW	B4-124-177	SASSON MIGUEL		229 BANKSIDE HOLLOW	ACTON	MA	01718
228 BANKSIDE HOLLOW	B4-124-178	HODENPEL HUMPHREY J	DE FIGUEIREDO FERNANDA L	228 BANKSIDE HOLLOW	ACTON	MA	01718
227 BANKSIDE HOLLOW	B4-124-179	ANANTHANARANYANAN BHUVAN	HODENPEL SYLVIA Y	227 BANKSIDE HOLLOW	ACTON	MA	01720
210 MEADOWS EDGE	B4-125-180	SHAKIR HASHIM	BHUVAN PREETI R	210 MEADOWS EDGE	ACTON	MA	01718
211 MEADOWS EDGE	B4-125-181	TAYLOR PETER B	SHAKIR NAFISA	211 MEADOWS EDGE	ACTON	MA	01718
212 MEADOWS EDGE	B4-125-182	STROUSE MELVIN W	STROUSE KAREN W	212 MEADOWS EDGE	ACTON	MA	01718
213 MEADOWS EDGE	B4-125-183	WILSON JOHN E JR		213 MEADOWS EDGE	ACTON	MA	01718
214 MEADOWS EDGE	B4-125-184	PINCUMBE DAVID L	SHIELDS PAMELA J	214 MEADOWS EDGE	ACTON	MA	01718
215 MEADOWS EDGE	B4-125-185	WHITE JAMES M	HEDGE SHILPA	215 MEADOWS EDGE	ACTON	MA	01718
216 MEADOWS EDGE	B4-125-186	PELTON DONALD H	PELTON MILDRED E	216 MEADOWS EDGE	ACTON	MA	01718
217 MEADOWS EDGE	B4-125-187	FARIDZADEH HOSSEIN A	FARIDZADEH DIANA	217 MEADOWS EDGE	ACTON	MA	01718
257 BROWN BEAR CRSG	B4-126-188	NAIR MAHESH K	SHETTY REKHA	257 BROWN BEAR CRSG	ACTON	MA	01718
256 BROWN BEAR CRSG	B4-126-189	LITZLER CAROL J		256 BROWN BEAR CRSG	ACTON	MA	01718
255 BROWN BEAR CRSG	B4-126-190	ATTRIDGE JOANNE M		255 BROWN BEAR CRSG	ACTON	MA	01718
254 BROWN BEAR CRSG	B4-126-191	VIITA MARIE E		254 BROWN BEAR CRSG	ACTON	MA	01718
253 BROWN BEAR CRSG	B4-126-192	RODGERS RICHARD M		253 BROWN BEAR CRSG	ACTON	MA	01718
252 BROWN BEAR CRSG	B4-126-193	BECHTEL MARY JANE M		252 BROWN BEAR CRSG	ACTON	MA	01720
251 BROWN BEAR CRSG	B4-126-194	BARBATO JAMES J	ADELMAN KARIN	252 BROWN BEAR CRSG	ACTON	MA	01718
261 BROWN BEAR CRSG	B4-126-261	MAY BRENDA MAE TRUSTEE	PATRICIA A	81 WINDSOR AVENUE	ACTON	MA	01718
262 BROWN BEAR CRSG	B4-126-262	LIU HONGBING	ALBERT C MAY FAM REAL TR	261 BROWN BEAR CRSG	ACTON	MA	01718
263 BROWN BEAR CRSG	B4-126-263	DERGACHEV ALEKSEI Y	REN YI	262 BROWN BEAR CRSG	ACTON	MA	01718
264 BROWN BEAR CRSG	B4-126-264	MORRIS WALTER G	POLIAKOVA INNA V	263 BROWN BEAR CRSG	ACTON	MA	01718
265 BROWN BEAR CRSG	B4-126-265	ROUGHSEGE JOHN C	HSIUNG JOAN L	264 BROWN BEAR CRSG	ACTON	MA	01720
266 BROWN BEAR CRSG	B4-126-266	LELIEVRE MARGARET A	ROUGHSEGE CHARRON A	265 BROWN BEAR CRSG	ACTON	MA	01718
201 MEADOWS EDGE	B4-127-195	WEST STEPHEN D	CATHERINE J CHASE	266 BROWN BEAR CRSG	ACTON	MA	01718
202 MEADOWS EDGE	B4-127-196	SILVA PAUL M & MOSCA JAMIELYN		201 MEADOWS EDGE	ACTON	MA	01718
203 MEADOWS EDGE	B4-127-197	JOHNSON DAVID C		202 MEADOWS EDGE	ACTON	MA	01720
204 MEADOWS EDGE	B4-127-198	MUIR RUTH PETTEYS, TR	C/O KEELER BARBARA	203 MEADOWS EDGE	ACTON	MA	01718
205 MEADOWS EDGE	B4-127-199	HATTERSLEY CAROLINE J		33 QUABOAG RD	ACTON	MA	01720
206 MEADOWS EDGE	B4-127-200	ENGLISH JEAN		205 MEADOWS EDGE	ACTON	MA	01720
207 MEADOWS EDGE	B4-127-201	GUERRA LUZ MARIA		206 MEADOWS EDGE	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
271 BROWN BEAR CRSG	B4-127-271	WETZELL ROLF	GERALDINE	271 BROWN BEAR CROSSING	ACTON	MA	01718
272 BROWN BEAR CRSG	B4-127-272	MOON MYUNGJIN	MOON YOODONG	272 BROWN BEAR CRSG	ACTON	MA	01718
273 BROWN BEAR CRSG	B4-127-273	SPRING ALISON F		273 BROWN BEAR CRSG	ACTON	MA	01718
274 BROWN BEAR CRSG	B4-127-274	LUTHER DEAN B		274 BROWN BEAR CRSG	ACTON	MA	01720
275 BROWN BEAR CRSG	B4-127-275	BONAZZI DENISE M		275 BROWN BEAR CRSG	ACTON	MA	01718
281 BROWN BEAR CRSG	B4-128-281	RENACCIO MICHAEL N		281 BROWN BEAR CRSG	ACTON	MA	01718
282 BROWN BEAR CRSG	B4-128-282	HAN LIANG		282 BROWN BEAR CRSG	ACTON	MA	01718
283 BROWN BEAR CRSG	B4-128-283	MURALIDHAR KRISHNAMURTHY	PADMANABHARAO RASHMI	283 BROWN BEAR CRSG	ACTON	MA	01720
284 BROWN BEAR CRSG	B4-128-284	MILLER CONNIE L		284 BROWN BEAR CRSG	ACTON	MA	01718
291 OLD BEAVERBROOK	B4-129-291	EPSTEIN HELEN		16260 NORTH 71ST ST	SCOTTSDALE	AZ	85254
291 OLD BEAVERBROOK	B4-129-291	EPSTEIN HELEN		291 OLD BEAVERBROOK	ACTON	MA	01720
292 OLD BEAVERBROOK	B4-129-292	EPSTEIN HELEN		292 OLD BEAVERBROOK	ACTON	MA	01718
293 OLD BEAVERBROOK	B4-129-293	KWON PAULA		293 OLD BEAVERBROOK	ACTON	MA	01718
294 OLD BEAVERBROOK	B4-129-294	GROGAN GEORGE G		294 OLD BEAVERBROOK	ACTON	MA	01718
295 OLD BEAVERBROOK	B4-129-294	DELARGY DEBORAH		294 OLD BEAVERBROOK	ACTON	MA	01718
295 OLD BEAVERBROOK	B4-129-295	DOVNAR OLGA		295 OLD BEAVERBROOK	ACTON	MA	01718
296 BROWN BEAR CRSG	B4-129-296	HEFFERNAN JANET LIFE ESTATE	HORVATH JENNIFER A	296 BROWN BEAR CRSG	ACTON	MA	01718
297 BROWN BEAR CRSG	B4-129-297	FARRILL JACKSON J ET		16 CAPT FORBUSH LA	ACTON	MA	01720
301 OLD BEAVERBROOK	B4-130-301	KINGMAN BRADFORD S	KINGMAN CHRISTINE M	301 OLD BEAVERBROOK	ACTON	MA	01720
302 OLD BEAVERBROOK	B4-130-302	DORIA ELIZABETH R TRUSTEE		302 OLD BEAVERBROOK	ACTON	MA	01720
303 OLD BEAVERBROOK	B4-130-303	LIND ROGER S	SALLY K	303 OLD BEAVERBROOK	ACTON	MA	01718
304 OLD BEAVERBROOK	B4-130-304	BONDAR ANDREY	KRY'S BELLA	304 OLD BEAVERBROOK	ACTON	MA	01718
305 OLD BEAVERBROOK	B4-130-305	BAUM TAD D	BAUM DIANE	305 OLD BEAVERBROOK	ACTON	MA	01718
306 OLD BEAVERBROOK	B4-130-306	ALFARO CORDELIA A		306 OLD BEAVERBROOK	ACTON	MA	01718
307 OLD BEAVERBROOK	B4-130-307	HORNER JAMES K		307 OLD BEAVERBROOK	ACTON	MA	01718
371 OLD BEAVERBROOK	B4-137-371	BUONO JOHN A		371 OLD BEAVERBROOK	ACTON	MA	01718
372 OLD BEAVERBROOK	B4-137-372	DIBERNARDO VINCENZO	DIBERNARDO WANDA L	372 OLD BEAVERBROOK	ACTON	MA	01720
373 OLD BEAVERBROOK	B4-137-373	LARRATT LINDA M		373 OLD BEAVERBROOK	ACTON	MA	01718
374 OLD BEAVERBROOK	B4-137-374	PAQUIN ROBERT L		374 OLD BEAVERBROOK	ACTON	MA	01718
375 OLD BEAVERBROOK	B4-137-375	GOLD MICHAEL	GOLD MARION	375 OLD BEAVERBROOK	ACTON	MA	01718
376 OLD BEAVERBROOK	B4-137-376	STAROSELSKY ILYA	KOFMAN IRINA	376 OLD BEAVERBROOK	ACTON	MA	01718
377 OLD BEAVERBROOK	B4-137-377	NORBROTHEN KENNETH J		377 OLD BEAVERBROOK	ACTON	MA	01718
378 OLD BEAVERBROOK	B4-137-378	PILMAN MICHAEL G	PILMAN MONICA C	378 OLD BEAVERBROOK	ACTON	MA	01718
381 OLD BEAVERBROOK	B4-138-381	MANDLOI AMIT	ARCHANA BARRY	381 OLD BEAVERBROOK	ACTON	MA	01720
382 OLD BEAVERBROOK	B4-138-382	DOUVRIS WILLIAM P	DOUVRIS CHARLENE S	382 OLD BEAVERBROOK	ACTON	MA	01718
383 OLD BEAVERBROOK	B4-138-383	PODLUZHNYA NADEZHDA O	PODLUZHNYA VYACHESLAV	383 OLD BEAVERBROOK	ACTON	MA	01718
384 OLD BEAVERBROOK	B4-138-384	HUANG MING-CHIA	HUANG SHU-FEN	384 OLD BEAVERBROOK	ACTON	MA	01718
385 OLD BEAVERBROOK	B4-138-385	ZISCH ANNA W	ROYCE CHRISTINE M	385 OLD BEAVERBROOK	ACTON	MA	01720
386 OLD BEAVERBROOK	B4-138-386	COSTELLO CORRINE		26 OCEAN PINES DRIVE	SAGAMORE BE	ACH	02562
391 PINE CONE STRAND	B4-139-391	POLSHIN MAKSIM	POLSHINA OLENA	391 PINE CONE STRAND	ACTON	MA	01718
392 PINE CONE STRAND	B4-139-392	BENANTI PETER	ROSE K	392 PINE CONE STRND	ACTON	MA	01718
393 PINE CONE STRAND	B4-139-393	LEE BEATRICE A	LEE JUNG-I	393 PINE CONE STRND	ACTON	MA	01718
394 PINE CONE STRAND	B4-139-394	DZURAK EWA	DZURAK TOMASZ P	394 PINE CONE STRAND	ACTON	MA	01718
395 PINE CONE STRAND	B4-139-395	STELLING DANIELLE M		395 PINE CONE STRAND	ACTON	MA	01718
396 PINE CONE STRAND	B4-139-396	MAKSIMCHUK GEORGE	PHILIPPOVA JULIA	396 PINE CONE STRAND	ACTON	MA	01718

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
397 PINE CONE STRAND	B4-139-397	JENKINS GARY W		397 PINE CONE STRAND	ACTON	MA	01718
398 PINE CONE STRAND	B4-139-398	GAETA MARK M	GAETA JENNIFER S	398 PINE CONE STRAND	ACTON	MA	01718
401 GREAT ELM WY	B4-140-401	KRIEGER MICHAEL A		401 GREAT ELM WY	ACTON	MA	01718
402 GREAT ELM WY	B4-140-402	FERRIERO BRENDA L		402 GREAT ELM WY	ACTON	MA	01720
403 GREAT ELM WY	B4-140-403	VISSAPRAGADA VENKATA K	VISSAPRAGADA SAILAJA	403 GREAT ELM WY	ACTON	MA	01718
404 GREAT ELM WY	B4-140-404	WOLFE CYNTHIA L		404 GREAT ELM WY	ACTON	MA	01718
405 GREAT ELM WY	B4-140-405	HSIEH CHING TZONG	HSIEH PAY-LING L	405 GREAT ELM WY	ACTON	MA	01718
406 GREAT ELM WY	B4-140-406	BADAEV YUNONA V	BADAEV SERGEY V	406 GREAT ELM WY	ACTON	MA	01718
407 GREAT ELM WY	B4-140-407	FINKEL REINHARDT MELISSA		407 GREAT ELM WY	ACTON	MA	01720
408 GREAT ELM WY	B4-140-408	PEMBERTON ANNE D		408 GREAT ELM WY	ACTON	MA	01718
421 GREAT ELM WY	B4-142-421	CHANG QINLIN		421 GREAT ELM WY	ACTON	MA	01718
422 GREAT ELM WY	B4-142-422	AVERY SUZANNE P		422 GREAT ELM WY	ACTON	MA	01718
423 GREAT ELM WY	B4-142-423	CANTRILL JAMES E	CANTRILL BARBARA R	423 GREAT ELM WY	ACTON	MA	01718
424 GREAT ELM WY	B4-142-424	DIAMOND STANLEY M	DIAMOND DEBORAH	424 GREAT ELM WY	ACTON	MA	01718
425 GREAT ELM WY	B4-142-425	RAMACHANDRAN RAVI	GANGOLLI ESHA	425 GREAT ELM WY	ACTON	MA	01718
426 GREAT ELM WY	B4-142-426	HERLIHY MAURA A		426 GREAT ELM WY	ACTON	MA	01718
431 GREAT ELM WY	B4-143-431	HOLTMAN GREGORY L	HOLTMAN JEAN M	431 GREAT ELM WY	ACTON	MA	01718
432 GREAT ELM WY	B4-143-432	KNOWLTON ROBERT	KNOWLTON JUDITH	432 GREAT ELM WY	ACTON	MA	01718
433 GREAT ELM WY	B4-143-433	JAMIESON KATHLEEN C		433 GREAT ELM WY	ACTON	MA	01718
434 OLD STONEBROOK	B4-143-434	STEPHENSON MICHAEL L	FINN KATHLEEN	434 OLD STONEBROOK	ACTON	MA	01718
435 OLD STONEBROOK	B4-143-435	BARAN STEPHEN	BARAN BERNICE	435 OLD STONEBROOK	ACTON	MA	01718
436 OLD STONEBROOK	B4-143-436	CULLEN KERRY-JEANNE		436 OLD STONEBROOK	ACTON	MA	01720
441 GREAT ELM WY	B4-144-441	NEWMAN HOWARD B		441 GREAT ELM WY	ACTON	MA	01718
442 GREAT ELM WY	B4-144-442	HOUK SARA F		442 GREAT ELM WY	ACTON	MA	01718
443 GREAT ELM WY	B4-144-443	STUART BENJAMIN F II		443 GREAT ELM WY	ACTON	MA	01718
444 OLD STONEBROOK	B4-144-444	KERNS PETER M		444 OLD STONEBROOK	ACTON	MA	01718
445 OLD STONEBROOK	B4-144-445	HERSHEY ANTOINETTE F TR	THE ANTOINETTE HERSHEY TR-19	445 OLD STONEBROOK	ACTON	MA	01718
446 OLD STONEBROOK	B4-144-446	BABOKHOV SERGEI	BABOKHOV MMARIA	446 OLD STONEBROOK	ACTON	MA	01718

The owner of land sharing a common boundary or corner with the site of the proposed activity (100 feet) in any direction, including land located directly across a street, way, creek, river, stream, brook or canal. The above are as they appear on the most recent applicable taxes.

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

Boxborough, MA 01729	Maynard, MA 01754	Concord, MA 01742	Littleton, MA 01460
Carlisle, MA 01741	Stow, MA 01775	Westford, MA 01886	Sudbury, MA 01776

1/10/2006

Daryl Powell
Property Lister
Acton Assessors Office

Abutters List for Parcel 2-21 using a Distance of 300 feet

Parcel ID	Book-Page	Name & Billing Address	Property Location
2-11	2137-511	Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Durkee Ln
2-12	1836-0235	Lelievre J . R . Lelievre M. Gemma 16 Durkee Ln Acton, MA 01720	16 Durkee Ln
2-20	2100-0065	Lukas Charles A . Jr. Lukas Donna M. 24 Durkee Ln Acton, MA 01720	7 Durkee Ln
2-21	2330-596	Welch Adele M 74 Birchwood Ln Lincoln, MA 01773	Texas Rd
2-22	2871-338	Kennedy, John, Albert & Carolyn 1171 Westford St. Carlisle, MA 01741	Texas Rd
2-23		Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Texas Rd
2-25		Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Texas Rd
2-29	9695-79	Kennedy Livestock Corp 1171 Westford St Carlisle, MA 01741	Texas Rd
2-7	N/A	Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Durkee Ln

CERTIFIED

**BOARD OF ASSESSORS
55 MAIN STREET
WESTFORD, MA 01886**

Maria Maghnie
4/6/2015

Abutters List for Parcel 2-18 using a Distance of 300 feet

Parcel ID	Book-Page	Name & Billing Address	Property Location
2-10	3449-0335	R H Family Trust Ii Ann Emery -trustee 6 Durkee Lane Acton, MA 01720	6 Durkee Ln
2-11	2137-511	Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Durkee Ln
2-12	1836-0235	Lelievre J . R . Lelievre M. Gemma 16 Durkee Ln Acton, MA 01720	16 Durkee Ln
2-13	2836-0026	Eaton Malcolm J 8 Durkee Ln Acton, MA 01720	8 Durkee Ln
2-14	5101-0160	Sireci Michael P 10 Durkee Lane Acton, MA 01720	10 Durkee Ln
2-15	5960-0146	Gambale Kenneth M Gambale Janet D Po Box 834 Westford, MA 01886	1 Durkee Ln
2-16	4754-0042	Cicccone E James Jr Cicccone Veronica 5 Durkee Lane Acton, MA 01720	5 Durkee Ln
2-17	3525-0299	Leduke Russell G Leduke Sally A 12 Durkee Lane Acton, MA 01720	12 Durkee Ln
2-18	8583-156	Nagog Development Company 530 Great Rd Acton, MA 01720	0 Durkee Ln

Abutters List for Parcel 2-18 using a Distance of 300 feet

Parcel ID	Book-Page	Name & Billing Address	Property Location
2-19	3575-0254	Black John Black Sheila Durkee Rd Rfd 1 Acton, MA 01720	18 Durkee Ln
2-20	2100-0065	Lukas Charles A . Jr. Lukas Donna M. 24 Durkee Ln Acton, MA 01720	7 Durkee Ln
2-21	2330-596	Welch Adele M 74 Birchwood Ln Lincoln, MA 01773	Texas Rd
2-7	N/A	Town Of Westford Conservation Commission 55 Main St Westford, MA 01886	Durkee Ln
2-9	5334-087	Florida Realty Trust Carolyn A Clark Tr 6 Durkee Rd Acton, MA 01720	Durkee Ln

CERTIFIED

**BOARD OF ASSESSORS
55 MAIN STREET
WESTFORD, MA 01886**

*Maria Donoghue
4/6/2005*

Loc: 8 GREAT RD Parcel ID #: R01 6 0
LUC: 101

WILEY TIMOTHY M & HEIDI J TRS / OF THE WILEY ESTATES 1
8 GREAT RD

LITTLETON MA 01460

Loc: 3 NASHOBA RD Parcel ID #: R01 6 A
LUC: 101

ANCTIL ROBERT E / ANCTIL SALLY ANN
3 NASHOBA RD

LITTLETON MA 01460

Loc: NASHOBA RD Parcel ID #: R01 9 0
LUC: 903

CONCORD TOWN OF / WATER DEPARTMENT
133 KEYES RD

CONCORD MA 01742

Loc: 15 GREAT RD Parcel ID #: U01 2 0 ; U01 3 0
U01 4 0 & U01 ~~5 0~~ 101

OHC DEVELOPMENT LLC /
ONE INTERCONTINENTAL WY 3RDF

PEABODY MA 01960

Loc: OFF GREAT RD Parcel ID #: U01 6 0
LUC: 132

NAGOG DEVELOPMENT COMPANY /
530 GREAT RD

ACTON MA 01720-3415

Loc: OFF GREAT RD Parcel ID #: U01 7 0
LUC: 130

NAGOG DEVELOPMENT COMPANY /
530 GREAT RD

ACTON MA 01720-3415

Loc: OFF GREAT RD Parcel ID #: U01 8 0
LUC: 140

KOLL BREN FUND VI, L.P. / C/O DELOITTE & TOUCHE
P O BOX 130174

CARLSBAD CA 92013-0174

Loc: 3 GREAT RD Parcel ID #: U01 9 0
LUC: 101

LINDGREN ELAINE M
3 GREAT RD

LITTLETON MA 01460

Acton Town Line
Westford Town Line

April 7, 2005

A recertification of abutters within 300 ft. of the Acton Town line to Westford Town line including parcel U01 6 0, from Great Rd to Westford town line and being shown line and being shown on Assessors Map U01.

CERTIFIED BY:



Anita Harding
Assessment Analyst

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:
□ Draft Legal Documents

Woodlands at Laurel Hill,

Special Permit Application – Senior Residence:

- Draft Legal Documents- Permission to Enter Property & Complete ways & Services

Woodlands at Laurel Hill.

Special Permit Application – Senior Residence:

- Draft Legal Documents- Condominium Master Deed

MASTER DEED OF

CONDOMINIUM

_____ LLC, a Massachusetts limited liability company having an address of _____ (hereinafter referred to as "Declarant"), being the sole owner of certain property situated in Acton, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Condominium Law") and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of the Condominium Law, as amended, and to that end, Declarant does hereby declare and provide, as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Section 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Section 16 also describes certain limitations on the Declarant's right to so amend.

2. Name.

The name of the Condominium shall be _____ Condominium.

3. Description of Land.

The premises which constitute the Condominium ("Premises") comprise the parcel of land situated off Laurel Hill Drive in Acton, Middlesex County, Massachusetts, described in Exhibit A hereto and shown on the plan recorded herewith ("Site Plan"), together with the buildings and improvements thereon.

4. Description of the Buildings.

The Declarant is declaring an initial phase of _____ townhouse building consisting of _____ units (each a "Unit"), each identified by its post office address, namely _____, _____ and _____. The building is not identified by either name or number. The Units therein are designated by their respective post office addresses. Each of the buildings has two stories above grade and a basement either entirely or partially below grade. Each building is constructed primarily of wood frame construction with vinyl siding, asphalt roofing shingles, double hung low emissivity glass windows and concrete basement.

5. Designation of the Units and their Boundaries.

(a) The Condominium presently consists of _____, _____ and _____, Peabody, Massachusetts, each as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common

Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans and Site Plan recorded herewith ("Plans").

The Plans show the layout, locations, unit numbers and dimensions of the Units, as built, and bear the verified statement as required by the applicable provisions of the Condominium Law.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under Section 16 hereof, the Declarant shall amend Exhibit B to describe the Units being thereby added to the Condominium and shall set forth in the amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in Section 5(c) hereof. Exhibit B-1 attached hereto shows the formula for determining the undivided interest unit percentage which will be attributable to each Unit as Units are phased into the Condominium. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record an amended Site Plan and amended Plans showing the building(s) and Unit(s) comprising the Condominium.

(c) The boundaries of each of the Units with respect to the floors, ceiling, walls, doors and windows thereof are, as follows:

(i) Floor: The plane of the lower surface of the concrete basement floor slab.

(ii) Ceilings: The plane of the lower surface of the roof rafters.

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

(iv) Garage: As to the floor, the plane of the lower surface of the concrete floor slab; as to the ceiling, the plane of the lower surface of the roof rafters or floor joists, as applicable; as to the walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

(d) Screens and storm windows, whether interior or exterior and to the extent existing, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the screens or storm windows unless the same are in conformity with the uniform appearance standards established by the Trustees (as hereafter defined).

(e) Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, roofs, ducts, pipes, flues, wires and other installations or facilities for the

furnishing of utility service or waste removal which are situated within a Unit, but which serve other Units.

(f) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including, without limitation, the furnace, air conditioning equipment, water heater, electrical service panel, radon vent (if installed), the fireplace flue and dryer vents and all of the utilities or fixtures exclusively servicing that Unit, and the air conditioning compressor(s) and pad(s) located immediately adjacent to and exclusively servicing each such Unit.

(g) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(h) Each Unit shall have as appurtenant thereto the right of residents of the Unit and their guests to use the Common Areas and Facilities, as described in Section 4 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in Section 7 hereof, which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Area and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in Section 7 hereof, the entire premises, including, without limitation, the land and all parts of the Building and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas and Facilities as defined in Section 7 hereof) and shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, structural columns, girders, beams, supports, perimeter walls and roof of the buildings.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, gas, electricity, television cable, and telephone, which are not located within any Unit or which although located within a Unit, serve other Units, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

(e) The freestanding parking spaces.

(f) In general, any and all apparatus, equipment and installations existing for common use, including, without limitation, the playground [anything else?].

(g) Such additional Common Areas and Facilities as may be defined in the Condominium Law.

The Declarant has reserved the right pursuant to Sections 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of Section 7 hereof, the restrictions set forth in Section 7 hereof and the reserved rights and easements set forth in Sections 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Driveways. Included with and appurtenant to each Unit is the driveway area leading from the road to the garage portion of the Unit, which shall carry with it the exclusive right and easement to use the same by the Owners of said Unit in a manner consistent with the provisions of this Master Deed, _____ Condominium Trust, including the By-Laws set forth therein ("Trust") and the rules and regulations promulgated pursuant thereto ("Rules and Regulations") (collectively, the "Condominium Documents"). If two Units share a portion of a common driveway, only those Units shall have the exclusive right and easement to utilize the common portion of the driveway, and the shared portion of the driveway shall remain unobstructed at all times.

(b) Patios, Front Entry Stoops and Decks. If a patio, front entry stoop or deck is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the Owners of said Unit in a manner consistent with the provisions of the Condominium Documents.

(c) Steps or Walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone.

(d) Trustee Designated Areas. The Trustees of the Trust ("Trustees") may from time to time, in their discretion, grant an easement or license to a portion of portions of the Common

Areas and Facilities for the exclusive use of a Unit Owner for landscaping, gardening and other purposes in accordance with plans approved by the Trustees. Each land area so designated shall be maintained properly by the Unit Owner at such Unit Owner's expense, subject to and in accordance with the provisions of the Trust pursuant to which said Trustees may, if any of the same are not so properly maintained, undertake the maintenance thereof and charge such Unit Owner the cost thereof, for which such Unit Owner shall be liable in addition to his share of common expenses and until such charges are paid by the Unit Owner, the same shall constitute a lien against the Unit pursuant to the provisions of Section 6 of the Condominium Law.

The said Limited Common Areas and Facilities shall be subject to the restrictions set forth in Section 9 hereof and to the reserved rights and easements set forth in Sections 10 and 11 hereof.

8. Percentage Ownership Interest in Common Areas and Facilities.

The undivided interest unit percentage attributable to each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed, which undivided interest is as set forth in Exhibit B hereof.

In the event additional phases are added to the Condominium, the undivided interest unit percentage attributable to each Unit will be determined in accordance with the formula set forth in Exhibit B-1 attached hereto.

All exclusive rights and easements of use appurtenant to a Unit, as well as its interest in the Common Areas and Facilities of the Condominium, shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit.

9. Purposes and Restrictions on Use.

The purposes for which Units are intended to be used are, as follows:

(a) Each Unit shall be used only for residential dwelling purposes, provided, however, that any Unit may also be used as an office, but only (i) as accessory to such residential use, (ii) if and to the extent such accessory office use is permitted by applicable zoning laws, and (iii) if no one is employed in such office except for the residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(b) The architectural integrity of the buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no patio, deck or balcony, skylight, chimney, enclosure, awning, screen, screen door, antenna, satellite dish, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of any building, and no painting or other decorating shall be done on any

exterior part or surface of any building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Trust and shall conform to the conditions set forth in said Trust.

(c) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of this Section 9, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements of such Unit shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved in writing by the Trustees of the Trust, which approval shall not be unreasonably withheld or delayed. No modification adversely affecting the structural integrity or the fire rating of any building or Unit shall be permitted.

(d) All use and maintenance of the Units, the General Common Areas and Facilities and Limited Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, the General Common Areas and Facilities or Limited Common Areas and Facilities appurtenant to his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the General Common Areas and Facilities and Limited Common Areas and Facilities.

(e) No Unit or any part of the General Common Areas and Facilities or Limited Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Condominium Documents.

(f) The driveways are intended to be used solely for garage access and the parking of automobiles, sport utility vehicles, light trucks and motorcycles belonging to Unit Owners, their invitees and tenants, subject to such Rules and Regulations as may be adopted from time to time by the Trustees of the Trust. Parking spaces may be leased only to Unit Owners and/or their tenants.

(g) Provided that the restrictions on use set forth herein are satisfied, a Unit may be leased so long as such lease complies with the provisions hereof. All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Unit Owners shall be required to provide the Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for Units within the Condominium shall include the following language:

“This lease is made in all respects subject to the Lessor’s obligations created by the law and by the Condominium Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of _____ Condominium (“Condominium Documents”) adopted or to be adopted by the Condominium or the Trustees. Tenant acknowledges receipt of a copy of the currently existing Condominium Documents, which shall be returned to the Unit Owner upon

expiration or earlier termination of the lease. The parties hereto covenant and agree, as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Documents and tenant agrees to comply with all of the foregoing and to reimburse the Unit Owner for any assessment made against the Unit Owner by the Trustees as a result of a violation of the Condominium Documents by tenant. Failure to comply with these provisions shall constitute a material breach of this lease agreement.”

Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys' fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner's attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. A copy of the lease shall be filed by the Unit Owner with the Trustees.

Each lease must contain the following information: the names of all persons that will reside in the Unit; the year, make, color and plate number of each vehicle to be parked on the Condominium property; and the name, address and telephone number of an individual who should be contacted in the case of emergency.

Any Unit Owner failing to file the lease with the Trustees prior to occupancy of his Unit by the tenant shall be assessed a penalty set by the Trustees for each violation, and shall be responsible for all court and legal costs involved in enforcing the Unit Owner's obligations hereunder.

(h) Nothing shall be done or kept in any Unit which will increase the rate of insurance on the Condominium.

(i) No flammable, combustible, hazardous or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any Unit or storage bin.

(j) No pets other than common domestic animals shall be kept in any Unit. Domestic animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish and goldfish. Under no circumstances are reptiles or "exotic" animals to be kept in any Unit. Upon petition by any Unit Owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species and types listed herein. Only Unit Owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any Unit. Any pet creating or causing a nuisance or unreasonable disturbance or noise or otherwise violating the provisions of this paragraph (j) shall be permanently removed from the Condominium upon five (5) days' written notice from the Trustees of the Trust.

(i) The foregoing restrictions, as well as the other provisions of the Condominium Documents, shall be for the benefit of and apply to each of the Unit Owners and the Trustees, and shall be enforceable by each Unit Owner and also by the Trustees. Insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section except as shall occur during his ownership of a Unit.

10. Rights Reserved to the Declarant for Sales.

(a) Notwithstanding any provision of the Condominium Documents to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights and obligations, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- i. Lease and license the use of any unsold Units;
- ii. Raise or lower the price of unsold Units;
- iii. Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units;
- iv. Use any Unit owned by the Declarant as an office for the Declarant's use; and
- v. Make such modifications, additions, or deletions in and to the Condominium Documents as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provisions of the Condominium Documents to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

(c) Notwithstanding any provisions of the Condominium Documents to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles (including sales, construction and/or storage trailers), machinery and equipment for purposes of constructing, selling, marketing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and

all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium, including the development, construction and addition to the Condominium of future phases as permitted by Section 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in Section 17 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other Section of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Rights Reserved to the Trustees.

Upon twenty-four (24) hours advance notice (or such longer notice as the Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Trustees shall have the right of access to the General Common Areas and Facilities of the Condominium and to each Unit and the Limited Common Areas and Facilities appurtenant thereto:

(a) To inspect, maintain, repair or replace the General Common Areas and Facilities and Limited Common Areas and Facilities and to do other work reasonably necessary for the proper maintenance or operation of the Condominium; and

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including, without limitation, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the proper operation and maintenance of the Condominium.

12. The Unit Owner's Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is _____ Condominium Trust ("Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name of the present Trustee of the Trust ("Trustee" or "Trustees") is _____ Manager LLC. The current mailing address of the Trust is _____.

The Trustee has enacted the By-Laws pursuant to and in accordance with the provisions of the Condominium Law.

13. Easement for Encroachment.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of any building or Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the applicable building stands.

14. Units Owner's Rights and Obligations.

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Condominium Documents, as they may be amended from time to time, the unit deed to the Unit Owner and the items affecting title to the land including, without limitation, the Access and Cross Easement Agreement by and among the Declarant, Recreational Realty Trust LLC, _____ and _____ dated as of _____ and recorded with the Middlesex County Registry of Deeds in Book ____, Page ____ (the "Access and Easement Agreement") and the Comprehensive Permit Decision of the Town of Acton recorded with the Middlesex County Registry of Deeds in Book ____, Page ____ (collectively, "Governing Instruments"). The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Instruments are accepted and ratified by such Owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his Unit, shall thereby irrevocably appoint the Declarant and its successors in title as his attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and each Unit Owner further agrees for himself, his heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his Unit, which right shall be perpetual and appurtenant to Unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Exhibit B, as the same may be from time to time amended as additional phases are added to Condominium by amendments to the Master Deed.

(e) Each Unit Owner shall be required to pay his appurtenant percentage interest of common expenses upon being assessed therefor by the Trust.

15. Amendment of Master Deed.

This Master Deed may be amended by (i) vote of Unit Owners entitled to not less than seventy-five percent (75%) of the total voting power of the Unit Owners, as such voting power is defined in the Trust and (ii) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by the By-Laws of the Trust, in which case such higher percentage shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee and (iii) vote of a majority of the Trustees. Any such amendment shall become effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth above, is duly recorded with the Registry of Deeds, provided, however, that:

(a) No such instrument shall be of any force or effect unless and until the same has been recorded with the Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and Trustees, and the requisite consent of first mortgagees has taken place.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner and mortgagee(s) of the Unit so altered.

(c) Except as provided in Section 16 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of the Condominium Law shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in Section 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in Section 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium as it may be expanded pursuant to the Master Deed and particularly the provisions of Section 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's

assent contained in this Section 15(f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in Section 18 of this Master Deed) of all of the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and/or Trust shall be construed so as to qualify any such mortgages for sale to FNMA and/or FHLMC.

(i) No instrument of amendment which purports to amend or otherwise affect Sections 15(b) through (i) shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) Where mortgagee consent is required under the Master Deed and/or the Condominium Law, the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of thirty (30) days' written notice sent to said mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this Section 15(j) shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested, and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this Section 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Construct and Add Units.

The Condominium presently is comprised of _____ () Units. Each Unit is more particularly described in Exhibit B hereof. The initial Units submitted to the Condominium comprise phase 1. Without intending hereby to delimit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the Condominium by the construction and inclusion as a part of the Condominium of additional Units. The additional Units may be added to the Condominium in as many as _____ () phases and as few as one phase.

The maximum number of Units in the Condominium, if all allowable Units are added, is sixty-four (64) Units.

The Declarant shall be under no obligation to submit additional Units to the Condominium beyond those submitted herewith; nevertheless, should the Declarant choose to proceed to expand the number of Units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) Until modified in accordance with Section 16(e), each Unit and building to be included in the Condominium shall be one of the three types described in Exhibit B.

(c) Future buildings and other structures, improvements and installations shall comply with the approvals issued by the governing boards and commissions of the Town of Acton, as the same may be modified from time to time.

(d) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above without the approval of one hundred percent (100%) of the voting power of the Unit Owners.

(e) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are to be added to the Condominium as part of future phases; provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.

(f) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in Section 7 hereof.

(g) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(i) An amended description of any building and Unit being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in Section 5(c) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in Section 5(c), the definition of the Common Areas and Facilities contained in Section 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with Section 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in Section 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of the Condominium Law.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(h) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of the Condominium Law.

(i) It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such

amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the approximate fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate approximate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed, as set forth in the formula referenced in Exhibit B-1. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed that adds a new phase to the Condominium.

(k) Every Unit Owner, by the acceptance of a deed to the Unit, hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this Section 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section 16. Each Unit deed shall contain a statement that the Condominium is phased and that the percentage interest may change as additional phases are added.

(l) In the event that notwithstanding the provisions of this Section 16 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) The Declarant shall have the right and easement to construct, erect and install on the land comprising the Condominium in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

- (i) Additional roads, drives, parking spaces and areas, walks and paths;
- (ii) New or additional Limited Common Areas;
- (iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities; and
- (iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in Section 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any phase, an easement over that portion of the premises on which are or shall be located the building(s) constituting that phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of the phasing rights hereunder, including this easement.

Ownership of each building, together with the Unit forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said residential units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

17. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land comprising the Condominium in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, the Declarant shall turn it over to the Trust for management, operation and maintenance, and the Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

18. Definition of Declarant.

For purposes of the Condominium Documents, "Declarant" shall mean and refer to _____ LLC and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

19. Provisions for the Protection of Mortgagees.

Notwithstanding anything in the Condominium Documents to the contrary, and subject to any greater requirements imposed by the Condominium Law, the following provisions shall apply for the protection of institutional holders of first mortgages (individually, "First Mortgagee" and collectively, "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subsections (i) and (ii) above.

(b) Any right of first refusal so adopted may be exercised only if: (i) the right to purchase is exercisable only as a means toward insuring owner occupancy, or for other valid purposes serving the best interests of the Trust and its beneficiaries; (ii) the right and manner of its exercise comply with applicable laws; and (iii) the right in each instance is conditioned on giving written notice of exercise by the Trust within thirty (30) days after notice by the Unit Owner to the Trust, and the Trust exercises due diligence to complete the purchase promptly.

(c) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Trust.

(d) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by the Condominium Law, as it may be amended from time to time.

(e) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with the unpaid expenses or assessments shall be subordinate to the rights of

any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.

(f) A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of the Condominium Law. However, any such delinquent assessments which are extinguished pursuant to the foregoing provisions may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(g) Unless at least two-thirds of the First Mortgagees holding mortgages on the individual units at the Condominium have given their prior written approval (based upon one vote for each first mortgage owned), neither the Unit Owners nor the Trustees of the Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain or as provided by applicable law;

(ii) Change the pro-rata interest or obligations of any individual Unit, provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof;

(iii) Partition or subdivide any Unit, generally redefine Unit boundaries or convert Units into Common Areas and Facilities or Common Areas and Facilities into Units, provided that the construction of Units on General Common Areas and Facilities to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof shall not violate this prohibition;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Trust shall not be deemed an action for which any prior approval of a First Mortgagee shall be required under this subsection and provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof;

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Areas and Facilities of the Condominium;

(vi) Impose any restrictions on the leasing of Units in addition to those set forth herein;

(vii) Impose any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; or

(viii) Modify any rights held by First Mortgagees or insurers or guarantors of first mortgages hereunder.

(h) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(i) In no case shall any provision of the Master Deed or the Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium.

(j) No agreement for professional management of the Condominium or any other contract providing for services of the Declarant, developer or builder may exceed a term of three (3) years and any such agreement shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days' or less written notice.

(k) A First Mortgagee (and in the case of subsections (ii) and (iii), any insurer or guarantor of the first mortgage), upon written request to the Trustees of the Trust, will be entitled to:

(i) written notification from the Trustees of the Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Trust which is not cured within sixty (60) days;

(ii) inspect the Condominium Documents and books and records of the Trust at all reasonable times;

(iii) receive an annual audited financial statement of the Trust within one-hundred twenty (120) days following the end of any fiscal year of the Trust;

(iv) receive written notice of all meetings of the Trust, and be permitted to designate a representative to attend all such meetings;

(v) receive prompt written notification from the Trustees of the Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this Section shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to Condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of Section 15 hereof.

20. Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust:

(a) To comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;

(b) To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

(c) To bring this Master Deed or the Trust in compliance with the Condominium Law;

(d) To meet the requirements of any governmental or quasi-governmental body or agency; or

(e) To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under

this Section shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event (as described in the Trust).

21. Severability and Miscellaneous.

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

Whenever in this Master Deed the context so requires, the singular number shall include the plural and the reverse; and the use of any gender shall be deemed to include all genders.

22. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Executed as a sealed instrument on this ____ day of _____, 200__.

By: _____ LLC, its Manager

By: _____
_____, its Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of _____ LLC, the Manager of _____ LLC.

[Affix Notarial Seal]

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

EXHIBIT B

Unit Descriptions

There are _____ () different Unit types.

[Insert description of unit types]

The horizontal Unit dimensions shown on the Plans extend to the interior surfaces of the Unit perimeter walls, but those dimensions do not necessarily correspond with the Unit boundaries, as described in Section 5 of the Master Deed. The vertical dimensions shown on the Plans, if any, extend to the finish surfaces of the Unit floor and ceiling, although floor and ceiling boundaries extend as indicated in Section 5.

The approximate square footage of each Unit is based on measurements obtained by the professional who prepared the floor plans filed herewith. The approximations do not correspond with useable square footage. The Declarant has not independently verified the square footage listed herein and expressly disclaims any warranty as to the precision of the approximations given herein.

Each Unit has immediate access to [its patio or deck, front stoop and walkway, and driveway,] all of which are Limited Common Areas and Facilities. The [patio or deck, walkway and driveway] lead to the land constituting a General Common Area and Facility of the Condominium.

The Units submitted to the Condominium with this Master Deed as a part of Phase I are, as follows:

<u>Address</u>	<u>Unit Type</u>	<u>Number of Rooms</u>	<u>Approximate Area (in square feet)</u>	<u>Undivided Interest Unit Percentage</u>
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<u>Address</u>	<u>Unit Type</u>	<u>Number of Rooms</u>	<u>Approximate Area (in square feet)</u>	<u>Undivided Interest Unit Percentage</u>
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EXHIBIT B-1

Formula for Calculating Undivided Interest Unit Percentage

<u>Unit Type [affordable units to be listed as separate unit type]</u>	<u>Designation</u>	<u>Value</u>
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N = Number of Units of a particular type

X = Value of Unit Type [Note, the Value of each Affordable Unit shall be established to reflect the fair market value of such unit taking into account the affordable housing restriction that encumbers such unit]

The Undivided Interest Unit Percentage for each Unit type for each phase shall be determined in accordance with the following formula:

$$100 \left[\frac{X}{\text{The sum of the Value of each Unit Type multiplied by the number of units of such Unit Type for each Unit Type existing upon completion of the phase for which Units are being created}} \right]$$

The result is rounded to the nearest 0.001% and adjusted, if necessary, up or down, based on the thousandth of a percent closest to rounding so that the total Undivided Interest Unit Percentage for all of the included Units is 100%. If all sixty-four Units are added to the Condominium, it will be necessary to assign a _____% extra interest to the last Unit conveyed so as to equal 100%.

By way of example, [example to be provided showing how the formula works]

Woodlands at Laurel Hill,
Special Permit Application – Senior Residence:
□ Draft Legal Documents- Condominium Trust

CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made by _____ LLC, having an address of _____ (hereinafter called the "Trustee" or "Trustees," which term and any pronoun referring thereto shall be deemed to include any successors in trust hereunder and to mean the trustees for the time being hereunder wherever the context so permits).

ARTICLE I - NAME OF TRUST

The Trust created hereby shall be known as _____ Condominium Trust and shall have a mailing address of _____.

ARTICLE II - THE TRUST AND ITS PURPOSES

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing _____ Condominium, a condominium ("Condominium") established by master deed (hereinafter "Master Deed") dated the same as the date hereof and recorded herewith executed by _____ LLC (hereinafter the "Declarant," which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in Section 14 of the Master Deed).

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between or among themselves with respect to the trust property, and hold no relationship to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same, (exclusive of the disposition of Common Areas and Facilities, as defined in the Master Deed) and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units of the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit B of the Master Deed, as the same may be amended from time to time, which interest is equal to the undivided interest unit percentage of each Owner's Unit in the Common Areas and Facilities of the Condominium.

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees; Term of Office; Vacancies. There shall be at all times three Trustees; provided, however, that until the "takeover event," as hereinafter defined, the number of Trustees shall be any number of persons or entities as designated by the Declarant, and may consist of as few as one Trustee. Upon the occurrence of the "takeover event," which shall be no later than the earlier of the following events: (a) four (4) months after seventy-five (75%) of the total possible Units included in all possible phases have been conveyed to Unit purchasers or (b) five (5) years following conveyance of the first Unit within the Condominium, the term of office of the original Trustees or their successors designated by the Declarant shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of sixty (60) days after the occurrence of the takeover event, whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. At the first election, the Trustee with the highest number of votes will serve for a three (3) year term, the Trustee with the next highest number of votes will serve for a two (2) year term and the third Trustee shall serve for a one (1) year term. Thereafter, the term of office of each Trustee shall be for a period of three (3) years.

3.2 Election of Trustees. Trustees shall be elected at a duly constituted meeting of the Unit Owners at which a quorum is present, with those candidates obtaining the most votes winning the vacant seats. In order to be eligible to serve as Trustee following the takeover event, an individual must be a Unit Owner, spouse of a Unit Owner, beneficiary of a Trust that is a Unit Owner, member of a limited liability company that is a Unit Owner, or stockholder of a corporation that is a Unit Owner. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Middlesex County Registry of Deeds ("Registry of Deeds") a certificate of election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Unit Owners and have filed their written acceptance of election with the Secretary.

3.3 Vacancies. Following the takeover event, if and whenever the number of Trustees falls below three, a vacancy shall be deemed to exist, and the remaining Trustee or Trustees shall appoint a Trustee to fill the vacancy until the next annual meeting, at which time the Unit Owners shall elect a successor Trustee to serve out the remainder of the original term. Each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall become effective upon recording with the Registry of Deeds of an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. Any appointment by court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of the Court's decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner upon notice to all Unit

Owners and Trustees and to such others as the Court may direct. Notwithstanding the foregoing provisions of this Section, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

3.4 Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present, and a quorum shall consist of a majority of the Trustees. The Trustees, may also act without a meeting if a written consent is signed by at least two-third (2/3) of the Trustees then in office.

3.5 Bond by Trustees. Any Trustee elected or appointed as hereinbefore provided, who is vested with authority or responsibility for handling funds belonging to or administered by the Trust, shall be covered by a fidelity bond conforming to the requirements of Section 5.6.1(f). All expenses incident to any such bond shall be charged as a common expense of the Condominium. In addition, during such time as the Declarant or its agents, employees or assigns continues to act as Trustee, directors and officers insurance shall be maintained. Directors and officers insurance may, at the Board's option, be subsequently maintained.

3.6 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the Secretary of the Trust, who shall in turn transmit written notice of such resignation to each of the other Trustees. Such written resignation shall be recorded by the Secretary of the Trust at the Registry of Deeds.

After reasonable notice and an opportunity to be heard, any Trustee except the Declarant or Trustee designated by the Declarant may be removed from office with or without cause relating to the performance or the non-performance, as the case may be, of his duties as a Trustee by vote of Unit Owners holding at least fifty-one percent (51%) of the beneficial interest hereunder, which vote shall be cast at any annual or special meeting of the Unit Owners, the notice of which shall specify that the removal shall be voted upon at such meeting.

After reasonable notice and an opportunity to be heard, any Trustee except the Declarant or Trustee designated by the Declarant may be removed from office by vote of the remaining Trustees for failure to attend three (3) or more consecutive duly noticed meetings of the Trustees, which vote shall be cast at any duly noticed meeting, the notice of which shall specify that the removal shall be voted upon at such meeting. Any such removal shall be evidenced by the recording at the Registry of Deeds of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the Trustees were cast for the removal.

Under no circumstance may the Declarant or Trustee designated by the Declarant be involuntarily removed as Trustee.

3.7 Compensation of Trustees. No Trustee shall receive compensation for his services, except that, by a vote of a majority of the other Trustees, a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.8 No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance or default.

3.9 Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified as a result of his status from contracting or dealing directly or indirectly with the Trustees or with one or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect to this Trust, in which any Trustee or Unit Owner shall be in any way interested, be avoided, nor shall any interested Trustee or Unit Owner so dealing or contracting be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owners' status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.10 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing contained in this Section shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - BENEFICIARIES AND BENEFICIAL INTEREST

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit B of the Master Deed as said Exhibit B may be amended pursuant to Section 16 of the Master Deed.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among the several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and it may be conclusively presumed that any

Unit Owner attending any meeting has obtained such authorization unless an objection has been filed with the Trustees prior to or at such meeting.

Any such vote may be pursuant to a proxy executed for that purpose, which proxy must identify the name(s) of the Unit Owner(s), the Unit identification, and such meeting(s) at which such proxy may be exercised. Any such proxy shall be signed by all the Owners of the Unit and such signature(s) shall be witnessed by a disinterested party.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power equal to his Unit's percentage interest in the Common Areas and Facilities as shown on Exhibit B to the Master Deed, as the same may be amended.

ARTICLE V - BY-LAWS

The provisions of this Article V shall constitute the by-laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1 Powers and Duties of the Trustees. The Board of Trustees shall have the powers and duties specifically conferred upon them by Section 10(b) of Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect general and special assessments for common expenses referred to in Section 5.5 hereof. The Trustees shall have the duty to take such action as they may deem reasonably required under the circumstances to collect from Unit Owners who fail to pay such assessments within thirty (30) days of the due date or within such shorter period of time as may be determined by the Trustees, including without thereby limiting the generality of the foregoing, the commencement of legal action. Assessments for common expenses shall commence for each phase upon conveyance of the first Unit in said phase.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, to maintain, repair and care for the Units.

5.1.4 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel,

to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws, (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advise and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that, except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.7.5 and/or 5.7.1(b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements, without the prior authorization of Unit Owners holding at least fifty-one percent (51%) of the total voting power of the Unit Owners hereunder, or such higher percentage as required pursuant to Chapter 183A.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions for mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable (prior authorization not being required for Unit lien foreclosures); and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as the Trustees shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at any time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.

5.1.12 To establish committees from among the Unit Owners, define their powers and duties, and appoint and remove their members.

5.1.13 To grant: (a) rights of way; and (b) easements and rights with respect to utilities to be installed in, upon, under or over the Common Areas and Facilities and to enter into such

agreements and undertakings as shall be necessary therefor, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Units.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities, and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

5.1.15 To, acting as a Design Review Committee, establish, pursuant to Section 5.10 hereof, review and approve modifications to the buildings or any construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and/or this Condominium Trust.

5.1.16 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties, and all documents necessary to acknowledge payment by the Unit Owners of their fees pursuant to this Trust in accordance with Section 6(d) of Chapter 183A, as amended (referred to as "6D Certificates").

5.1.17 To take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for common expenses or special assessments.
- (c) The power to adopt, revise, modify and rescind the Condominium Rules.
- (d) The powers and duties described in Sections 5.1.8 and 5.1.9, to the extent that the Trustees must sign all checks drawn on any bank account in which reserve fees are deposited, and 5.1.10 through 5.1.16, inclusive (except for the execution of 6D Certificates, which may be executed by a majority of the Trustees, Secretary of the Trust or a manager or managing agent designated by the Trustees).

5.2 Reserves and Working Capital. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Facilities which the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses, but shall be deposited in an account separate and segregated from operating funds.

Additionally, a working capital fund shall be established equal to at least two (2) months' estimated or established common charges assessable to the Unit for the first year of operation of this Trust. Each Unit's share of the working capital fund must be collected from the Unit purchaser and transferred to the Trust at the time of the initial sale of each Unit from the Declarant to the Unit Owner, and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. While the Declarant is in control of the Trust, the working capital funds cannot be used to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits.

After the takeover event, the Trustees may adjust the amount of the working capital fund to a level deemed reasonable. After the takeover event, the Trustees may apply any residue of funds to the reserve account or to the operating account or return the funds to the Unit Owners, as they see fit.

5.3 Maintenance and Repair of Units and Portions of the Limited Common Areas and Facilities.

5.3.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit (including garage), the Limited Common Areas and Facilities appurtenant thereto referenced in Section 7(d) of the Master Deed, and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation: interior walls, ceiling and floors, to include the concrete slab; windows, window glass, and window frames, including screens, if any; window trim; doors; door glass; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; water heaters, fire suppression systems; radon vents and fans (if any); electrical service panel and electrical fixtures and outlets; heating and air conditioning equipment (including the compressor and ancillary equipment located outside the Unit); and all wires, pipes, drains and conduits for water, electrical power and light, telephone, television and other utility services which are contained in and serve such Unit solely. Each Unit Owner shall also be responsible for maintaining the patio, front entry stoops and decks of which the Unit Owner has the exclusive right and easement of use in a neat and clean condition. Each Unit Owner shall be responsible for all damages resulting from such Unit Owner's failure to satisfy the foregoing maintenance, repair and/or replacement obligations hereunder.

5.3.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of the Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall, in writing, request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and, in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently pursued to completion, the Trustees shall be

entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary to complete the maintenance, repair or replacement or to correct the hazardous condition shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3.3 If the Trustees shall, at any time in their reasonable judgment, determine that the Limited Common Areas and Facilities of a Unit are in need of maintenance or repair because of the negligence or willful acts of the Unit Owner, the Trustees may perform the needed maintenance, repair or replacement of the Unit's Limited Common Areas and Facilities, and the cost of such work as is reasonably necessary to complete the maintenance, repair or replacement shall constitute a lien upon the Unit and the Unit Owner thereof shall be personally liable therefor.

5.4 Maintenance, Repair and Replacement of Common Areas and Facilities, Limited Common Areas, and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the General Common Areas and Facilities and subject to each Unit Owner's responsibility to keep the Unit Owner's patio, front entry stoop and deck in a neat and clean condition, the Limited Common Areas and Facilities of the Condominium that are not the Unit Owner's responsibility under Section 7(d) of the Master Deed, including, without limitation, the generality of the foregoing, the Common Areas and Facilities referenced in Section 5.1.18 hereof, subject to the provisions of Section 5.7 hereof with respect to repairs.

5.5 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest as set forth in Exhibit B of the Master Deed, as amended from time to time, provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. Common Expenses shall include, without limitation, the Condominium's share of "Common Maintenance and Repair Fees" and "Treatment Plant Operating Costs" and all other costs and expenses allocable to the Condominium as set forth in the Access and Easement Agreement (as defined in the Master Deed), provided, however, that each Unit Owner shall be solely responsible for the cost of any utility services provided thereunder (including sewer services) which can be separately allocated to such Unit. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions.

5.5.1 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the recording hereof with respect to the portion of the fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth

in said Exhibit B, as the same may be amended), and such statements shall be due and payable in one-twelfth (1/12) installments on the first day of each month. If a Unit Owner is in default in the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. In the event that the Trustees determine during a fiscal year the assessment so made is less than the common expenses that have actually been incurred, or, in the reasonable opinion of the Trustees, are likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon shall if not paid when due, accrue at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. Failure of the Trust to formally adopt a new budget shall be deemed a re-adoption of the previous year's budget.

5.5.2 Each Unit Owner shall be personally liable for those common expenses assessed against his Unit which are due and payable during his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, and subject to the approval of the Trustees in their sole discretion, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his or her Unit to the Trustees and, in such event, be exempt from common expenses thereafter becoming due. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that (a) a purchaser of a Unit at the foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit, except as otherwise provided under Section 6 of Chapter 183A, as it may be amended from time to time.

5.5.3 In the event of default by any Unit Owner in paying to the Trustees his common expenses, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in proceedings brought to collect such unpaid common expenses. The Trustees shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.5.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner, allowed by the Trustees to remain in the Unit for a period of time, may, at the option of the Trustees, and after entry of a judgment of foreclosure, be required to pay rental for the use of the Unit. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit, together with its appurtenant interest, at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the

same, provided that the Trustees shall not vote the interest appurtenant to such Unit. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.5.5 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.5.6 Within ten (10) business days after receiving appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor, or a Unit Mortgagee, addressed to the Trustees, together with payment of the fee established by the Trustees, manager or managing agent therefor, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and cost of collection associated therewith) for common expenses against the Unit. Upon the recording at the Registry of Deeds of such certificate signed either by the Secretary of the Trust, a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, or a manager or managing agent designated by the Trustees, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.6 Insurance.

5.6.1 The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

- (a) A master policy covering all of the Common Areas and Facilities (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are part of the Common Areas and Facilities of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Trust; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered a part of the Unit for mortgage purposes (regardless of whether such property is a part of the Common Areas and Facilities).

The master policy shall afford protection at least against the following:

- (1) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (2) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Condominium, exclusive of land, foundation, excavation, and other items normally excluded from coverage, and shall include a so-called Replacement Cost Endorsement. The policy may be subject to a deductible, not

to exceed \$10,000.00. The policy is to be written by a company having a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports.

The named insured shall be the Trustees of the Trust "for the use and benefit of the individual owners." Each first mortgagee, its successors and assigns, shall be named in the standard mortgage clause for each Unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be cancelled or substantially modified without a least ten (10) days prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

- (1) Recognition of any Insurance Trust Agreement (if any there be);
- (2) A waiver of the right of subrogation against any Unit Owner individually;
- (3) The insurance shall not be prejudiced by any act or neglect of an individual Unit Owner which is not in the control of such Unit Owners collectively;
- (4) The policy is primary in the event the Unit Owner has other insurance covering the same loss, generally referred to as "Special Condominium Endorsement"; and
- (5) The policy shall provide, in the case of fire and other hazard insurance, that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and/or the servicer(s) for the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA") or like entity which may have loans with respect to the Condominium, nor may such option be exercised where it would conflict with any applicable requirement of law.

An Agreed Amount and Inflation Guard Endorsement shall be part of the policy, if available.

- (b) Liability Insurance for comprehensive general liability insurance coverage covering all of the Common Areas and Facilities owned by the Trust. Such coverage shall be for not less than Two Million Dollars (\$2,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and shall include, without limitation, legal liability of the

insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities, legal liability arising out of law suits related to employment contracts of the Trust, and shall provide further that such policy or policies may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Trust and/or to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.

- (c) Construction Code Endorsement, such as Demolition Cost Endorsement, a Contingent Liability for Operation of Building Loans Endorsement, and an Increased Cost of Construction Endorsement, if the Condominium is or becomes subject to a construction code provision which would become operative and require changes to undamaged portions of the building, in such amounts as are determined to be appropriate by the Trustees.
- (d) Workers' Compensation Insurance as required by law.
- (e) Such other insurance as the Trustees may from time to time determine or as may be required by law.
- (f) A fidelity bond or bonds in blanket form for all officers, directors, trustees and employees of the Trust and all other persons handling or responsible for funds belonging to or administered by the Trust, and if the Trust has delegated some or all of the responsibility for the handling of funds to a management agent, then such bonds shall cover the officers, employees and agents of the management agent handling or responsible for funds belonging to or administered on behalf of the Trust. The total amount of fidelity bond coverage shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and in any event the aggregate amount shall not be less than a sum equal to three (3) months aggregate assessments on all Units plus reserve funds. If, however, any mortgagee requires compliance with Federal Home Loan Mortgage Corporation guidelines, then the aggregate amount shall not be less than a sum equal to one and one-half times the estimated annual operating expenses plus reserve funds, unless the reserve funds are not in the control of the managing agent. The fidelity bonds shall: (i) name the Trust as an obligee; (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and (iii) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Trust and to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.
- (g) Directors and Officers Insurance. During such time as the Declarant or its agents, employees or assigns continue to act as Trustee, Directors or Officers Insurance

shall be maintained and thereafter, may be maintained at the option of the Trustees.

- (h) If the Condominium is located in a Special Flood Hazard Area, as identified by the Federal Emergency Management Agency, the Trustees shall carry flood insurance in an amount sufficient to satisfy FNMA guidelines.

5.6.2 The following additional insurance provisions shall be applicable:

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided under Section 5.6.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.6.1 above in order to meet the coverage requirements thereof.
- (b) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease to such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage.
- (c) Each Unit Owner shall obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit and/or its appurtenant Common Areas and Facilities and all improvements to his Unit. Each such policy of insurance obtained by a Unit Owner must contain waivers of subrogation by the insurer as to claims against the Trustees, manager (if any), all Unit Owners, and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees.

5.6.3 The Trustees, as Insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with the applicable provisions of Section 5.7 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.6.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 5.6 shall be a common expense.

5.6.5 Certificates of insurance with proper mortgagee endorsements shall be issued to each Unit Owner and his mortgagee(s) when requested.

5.6.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner, by virtue of any activities he conducts in his Unit, causes an increase in the premiums for

any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

5.6.7 Each Unit Owner hereby waives, discharges and releases all claims and rights to recovery against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by each Unit Owner for their own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.7 Rebuilding, Restoration and Condemnation.

5.7.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

- (a) If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.
- (b) If such loss as so determined exceeds ten percent (10%) of such value and, if within one hundred twenty (120) days after the date of such loss, seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities based upon the Unit's respective undivided interest in said Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Common Areas and Facilities due to the casualty, shall, to the extent permitted by law, be divided among the Unit Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid), shall be divided among the Unit Owners in proportion to their Units' undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, seventy-five percent (75%) or more of the Unit Owners agree to proceed with the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of the damaged areas, and disburse the proceeds of all

insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

- (c) Notwithstanding the provisions of subparagraphs (a) and (b) hereof, any restoration or repair of the Condominium shall be performed substantially in accordance with the Condominium documents and the original plans and specifications unless other action is approved by "eligible holders of mortgages" (as the term "eligible mortgage holder" is defined and may from time to time be defined under Chapter 183A) on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages; and further provided that no reallocation of interests in the Common Areas and Facilities resulting from a partial destruction or partial condemnation of the Condominium shall be effected without the prior approval of the eligible holders of mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to eligible mortgages.

5.7.2 In the event that the total cost of repair and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which improvements exceeded a value of One Thousand Dollars (\$1,000.00) when they were made (said value to be determined in the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.6.2(d) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that if the casualty loss exceeds ten percent (10%) of the value of the Condominium as described in Section 5.7.1(b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten percent (10%) of the value of the Condominium prior to casualty, any Unit Owner not agreeing as provided in Section 5.7.1(b) hereof to proceed with the repair and restoration may apply to the Superior Court in which district the Condominium lies, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

5.7.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having the first adjusted the loss or obtained the proceeds of insurance.

5.7.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit and its damaged appurtenant Common Areas and Facilities, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.7.5 In the event that any of the Units or the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

- (a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the beneficial interest under the Trust shall automatically be allocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.
- (b) Except as provided in subsection (a), if part of the Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition: (i) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as of the date of such taking bears to the fair value of the remaining Units in the Condominium as of such date; and (ii) the reduction of interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interests of the remaining Units in the Common Areas and Facilities prior to the date of such taking.
- (c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of the Trust as Condemnation Trustees for the benefit of the Condominium, the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interests before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees hereof as his attorney-in-fact for the foregoing purposes.

5.8 Improvements to Common Areas and Facilities.

5.8.1 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, it shall be in accordance with Chapter 183A, Section 18, as amended.

5.8.2 If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees, after consulting with the Design Review Committee hereof may, but shall not be obligated to, authorize such improvements to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of the other Unit Owners, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.9 Determination of Trustees Subject to Arbitration. Notwithstanding anything contained in Section 5.7 or Section 5.8 to the contrary: (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.7 or Section 5.8, and such disputes shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association then obtaining; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated hereunder.

5.10 Design Review Committee and Procedures.

5.10.1 No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity or fire rating of the building in which the Unit is located or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.10 and shall conform to the conditions set forth in Section 5.10.

5.10.2 The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually or collectively referred to as the "Proposed Work") which are subject to the approval procedures and conditions of this Section 5.10:

Prior to the commencement of the Proposed Work:

- (i) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section

5.10. Such plans and specifications shall be in such detail as the Trustees may reasonably request and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by Trustees;

- (ii) The Unit Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to fully evaluate the Proposed Work; and
- (iii) The Trustees, acting as a Design Review Committee, shall have given their written approval of the Proposed Work, which approval shall not be unreasonably withheld.

5.11 Pets. No pets other than common domestic animals shall be permitted in the Common Areas and Facilities. Domestic animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish and goldfish. Under no circumstances are reptiles or "exotic animals" to be kept in any of the Common Areas and Facilities. Upon petition by any Unit Owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species and types listed herein. Only Unit Owners may petition the Trustees for a variance of this restriction. The Trustees may establish Rules for the conduct of pets in the Common Areas and Facilities and establish standards pursuant to which the Trustees may require a pet to be prohibited from using the Common Areas and Facilities of the Condominium. There shall be no breeding of any animals in the Common Areas and Facilities. Any pet creating or causing a nuisance or unreasonable disturbance or noise or otherwise violating the provisions of this Section 5.11 shall be permanently removed from the Condominium upon five (5) days' written notice from the Trustees. No dogs or cats shall be permitted in any portion of the Common Areas and Facilities unless carried or on a leash, and all excrement shall be promptly removed by the pet's handler. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Trustees on demand.

5.12 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations ("Rules") governing the details of the operation and use of the Units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the Rules adopted pursuant hereto and shall have the power to levy fines against the Unit Owners for violations thereof. The Trustees may set reasonable fines for any violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules by a Unit Owner, the Trustees shall have the power to require such Unit Owner to

post a bond to secure adherence to the Rules. Each Unit Owner may, if the Trustees choose not to enforce a violation of the Rules, seek to enforce such violation at the Unit Owner's sole cost and expense.

5.13 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified, under Section 5.1 hereof, not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' or less written notice. The term of such an agreement shall not exceed three (3) years.

5.14 Meetings.

5.14.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairperson, Treasurer and Secretary. Other meetings of the Trustees may be called by the Chairperson and shall be called upon the written request of at least two (2) Trustees specifying the issue(s) to be discussed at the meeting, provided, however, that written notice of each meeting, stating the place, day, hour and subject thereof, shall be given at least three (3) days before such meeting to each of the Trustees.

5.14.2 The first annual meeting of the Unit Owners shall be held at 7:30 p.m. on the second Thursday of the month which is two (2) years following the date of recording of this Trust or if earlier, of the month in which the takeover event occurs, and the annual meeting thereafter shall be held on the second Thursday of such month in each subsequent year. The meeting shall be held at a location designated by the Trustees within five (5) miles of the Condominium. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least thirty-three and three-tenths percent (33.3%) of the beneficial interests specifying the issue(s) to be discussed at the meeting. Written notice of any such special meeting designating the place, day, hour and subject thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium.

Whenever, at any meeting, the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

The presence in person or by proxy of the holders of at least fifty percent (50%) of the beneficial interests hereunder shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or

represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented; once a quorum is obtained, any business may be transacted which could have been transacted at the meeting as originally called. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting.

Unless a greater vote of the Unit Owners shall be required by the provisions of Chapter 183A, the Master Deed or this Trust, a vote of the holders of at least fifty percent (50%) of the beneficial interests present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, shall be sufficient to transact the business of the Unit Owners, provided always that the Unit Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor may the Unit Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Unit Owners is authorized by the affirmative vote of the holders of at least two-third (2/3) of the beneficial interests hereunder.

5.15 Notices to Unit Owners. Every notice to any Unit Owner, required or permitted under the provisions hereof or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.16 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to the date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of his interest in the Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Unit Owners is given.

5.17 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

- (a) Certificate of Quorum.
- (b) Proof of notice of meeting.
- (c) Reading and Acceptance of the minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Report of Trustees.
- (f) Reports of committees.

- (g) Election of Trustees (when required).
- (h) Other business that may, from time to time, be required.
- (i) Open comments of the Owners.

5.18 Voting at Meetings. At meetings of Unit Owners, each Owner may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Unit involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of the Unit. A proxy may be revoked by notice given by an Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

The Trustees may utilize absentee ballots for Trustee election purposes.

5.19 Officers.

5.19.1 The Officers of the Trust shall be a Chairperson, a Treasurer, a Secretary and such other offices as the Trustees from time to time may determine.

5.19.2 The officers shall be the original Trustees or the successors selected by the Declarant until the occurrence of the takeover event as defined in Section 3.1 hereof, and, thereafter, the Trustees, at their regular meeting, or if such regular meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees, shall elect the officers or fill any vacancies by majority vote.

5.19.3 All officers shall hold office for a term of one (1) year and until their successors are elected and qualified.

5.19.4 Any officer may resign at any time by written notice to the Chairperson or the Secretary, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by a vote of a majority of the Trustees, provided that, if removal for cause shall be proposed, the officer(s) involved shall be granted the opportunity to be heard by the Trustees.

5.19.5 A vacancy in any office may be filled in the manner prescribed in Section 5.19.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

5.19.6 The Chairperson shall be a Trustee and shall preside at all meetings of the Trustees and of the Unit Owners and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the

Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.19.7 The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose. He shall keep copies of such documents as are required by the Condominium Law, including the Master Deed, the Trust and the Rules. He shall keep the records and documents of the Trustees and of the Unit Owners. He shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time. The Trustees may delegate such of the Secretary's powers and duties to the manager or managing agent as they deem to be advisable.

5.19.8 The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.20 Inspection of Books, Report to Unit Owners. Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgage holders of the Units (or insurers or guarantors of such mortgages) during normal business hours. The Trustees shall, as soon as reasonably possible after the close of each fiscal year or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety (90) days after the date of the receipt by him, shall be deemed to have assented thereto.

The books, account and records shall be audited annually by an independent certified public accountant and the audited financial statement shall be made available within 120 days following the close of each fiscal year.

5.21 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust from the working capital or reserve account must be signed by any two Trustees. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust from the operating account may be signed by any two Trustees or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees. Notwithstanding the foregoing, until the takeover event, checks, notes, drafts and other instruments need only be signed by one Trustee or by any person or persons to whom such power may at any time or from time to time be delegated by the Trustee.

5.22 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in Article I, but such seal may be altered by the Trustees at their pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.23 Fiscal Year. The fiscal year of the Trust shall be the calendar year.

5.24 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder and no further phasing rights under the Master Deed, Unit Owners holding one hundred percent (100%) of the beneficial interests, the written consent of holders of all liens on the Units and the written consent of the Declarant shall be required to approve the removal of the Condominium described herein from the provisions from Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if during such time as the Declarant holds a portion of the beneficial interest hereunder or further phasing rights under the Master Deed, the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five percent (75%) of the beneficial interest hereunder, together with consent in writing of the holders of all liens on the Units, shall also be required for such removal, all as provided in said Section 19 of Chapter 183A.

5.25 Sale or Lease of Units. Subject to such restrictions as may otherwise be set forth in the Master Deed or in this Trust and By-Laws or in individual deed restrictions, a Unit Owner may assign, lease, sell or otherwise transfer all of the interest in his Unit, together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) all rights in any Limited Common Areas reserved for the Unit; (c) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (d) the interest of such Unit Owner in any other assets of the Condominium.

5.26 Acquisition of Units by the Trustees. With the approval of Unit Owners holding at least seventy-five percent (75%) of the beneficial interests under this Trust, the Trustees may acquire a Unit using funds from the working capital and common expenses in the hands of the Trustees, or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his percentage of beneficial interests as set forth in Exhibit B of the Master Deed, as a common expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be so acquired by the Trustees, provided that the foregoing shall not apply to the foreclosure of Condominium liens except as it relates to an encumbrance or hypothecation of any property other than the Unit to be so acquired by the Trustees.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipt of the Trustees or any one or more of them of monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees, or with any real or personal property which then is or formerly was Trust Property, shall be bound to ascertain or inquire as to the existence of or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust Property for payment under such contract or claim or for the payment of any debts, damage, judgment or decree or of any money that may otherwise become due and payable to them from the Trustees or that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Chapter 183A.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express referenced shall have been made to this instrument.

6.4 Certification by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust Property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the said Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with the Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate, signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed

by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by the Trustees or any one or more of them, as the case may be, shall, as to the persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustees, with the consent in writing of: (i) Owners of Units holding at least seventy-five percent (75%) of the beneficial interest thereunder; and (ii) fifty-one percent (except where a higher percentage is required for compliance with FHLMC or FNMA requirements) of the institutional first mortgage holders, may, at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interests of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed;

7.1.2 It is made without the consent of Declarant during such time as the Declarant holds any beneficial interest hereunder or has any additional phasing rights under the Master Deed;

7.1.3 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A; or

7.1.4 It would disqualify mortgages of Units in the Condominium for sale to FNMA or FHLMC.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change, pursuant to the foregoing provisions of Article VII, shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgement of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure

therefor set forth in Section 19 of Chapter 183A and as provided by Section 5.24 of this Trust, provided that any vote for removal shall also require the assent of first mortgage holders that represent at least 67% of the votes of mortgaged Units.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive), all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith.

7.5 Assumed Mortgagee Consent. Where mortgagee consent is required for an amendment to this Trust, the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of thirty (30) days' written notice sent to said mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this Section 7.5 shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested, and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

7.6 Notwithstanding anything in this Trust to the contrary, the consent of Unit Owners holding at least sixty-seven percent (67%) of the beneficial interest hereunder and at least fifty-one percent (51%) of the institutional holders of first mortgages on Units shall be required: (i) for an increase in assessments that raise the previously assessed amount by more than twenty-five percent (25%); (ii) for reduction in reserves for maintenance, repair and replacement of Common Areas and Facilities; and (iii) to establish self-management if professional management has been required by the Master Deed or Condominium Trust or by an institutional first mortgage holder.

ARTICLE VIII - CONSTRUCTION AND INTERPRETATION; WAIVER

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively including both the plural and singular, words denoting males include females, words denoting females include males and words denoting persons include individuals, firms, associations, companies (joint stock, limited liability or otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof, and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, or, if any provision of this Trust conflicts with any provision of the Master Deed, the following rules of construction shall be used:

8.3.1 In the event of a conflict between the Trust and Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical or percentage voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

8.3.3 In the event of any conflict other than as set forth in Section 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total enforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

Executed as a sealed instrument as of this ____ day of _____, 200__.

_____ LLC

By: _____
_____, its Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of _____ LLC.

[Affix Notarial Seal]

NOTARY PUBLIC

Printed Name: _____
My Commission Expires: _____